883	23572
This Mortgam dated as of July 15 F 19 8 james into per con 19	0795144400 muria National Bank of Berwyn a
whose address is 3701 S. 53rd Ct.	1 A dated 6/15/81, Trust #810055
Cicero, IL 60650	
(the "Mortgagor") and COMMERCIAL NATIONAL BANK OF BERWYN 3322 S. Oak Park Ave., Berwyn, Ill. 6040	2 a national banking association, (the "Mortgagee").
Whereas, the Mortgagor is indented to the Mortgagee in the principal sum of	sand dollars
Dollars (\$ 20,000.00), or the aggregate unpaid amount of all loans made by the Mortgo	
Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by vides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full inc	the Agreement executed by Mongagor which Agreement pro-
payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgage	or with a final payment notice at least 90 days before the final
payment must be made. The Agreement provides that loans may be made from time to time (but in no event later	than twenty (20) years from the date hereof) not to exceed the
above stated maximum loan amount outstanding at any one time. All future loans will have the same priority	as the original loan.
All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable	pursuant to the Agreement, next to any amounts advanced by
the Morigagee under this Morigage, next to any billed and unpaid interest, next to the principal amounts o	utstanding under the Agreement, and then to accrued and
unbilled interest.	
To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the	payment of all other sums with interest thereon advanced in
accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreemen	ta of this Mortgage and in the Agreement, the Mortgagor does
hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the Co	Ainty of OOOK State
of Illinois, to wit:	
Lot 48 in Block 11 in Calvin F. Taylor's Subdivision of Section 33, Township 39 North, Range 13 East of the Countu, Illinois.	Third Principal Meridian, in Cook
	DEPT-01 RECORDING \$15.2 T#2222 TRAN 1185 07/22/88 09:51:00 #6209 # B ※ 88-323572 COOK COUNTY RECORDER
程 程 短	
Commonly known as:	

.... 16-33-320-001

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Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected their on or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat,gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate including screens, window shades, storm doors and windows, floor coverings, screen doors, in a-door beds, swnings, water heaters (all of which are intended to be and are nearly by declared to by a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premier which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, togeth or with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all—ortgages, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, apparenances, apparatus and equipment, unto "".d cortgages forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

THE MORTGAGOR COVENANTS:

A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penulty attaches thereto all taxes, special taxes, special assessments, water charges, and sower service charges against the Property (including those heretofore due), and to furnish Mortgagec, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance polices shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgages for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or demage, to commonce and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee cheek to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (b) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hersof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, bylaws, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appara tures or equipment now or hereafter upon the Property, (e) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (11) To complete

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within a reasonable time any buildings or in or we need a new or at any time if process a vector upon the 17 percy (1) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage; and (13) To perform all obligations under any prior mortgage or other encumbrance which is senior to this Mortgage and affecting the Property.

- B. This Mortgage and the Agreement provide for additional loans which may be made at the option of the Mortgage and secured by this Mortgage and it is agreed that in the event of such loans the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the indebtedness evidenced by the Agreement bereby secured by the amount of such loan and shall be a part of said indebtedness under all the terms of the Agreement. In no event, however, shall such additional loans exceed an amount equal to four times the principal amount stated in the Agreement.
- C. That in case of failure to perform any of the covenants herein, Mortgager may do on Mortgagor's behalf everything so covenanted; that said Mortgager may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgager for any of the above purposes and such moneys together with interest thereon at the rate payable from time to time on outstanding principal under the Agreement shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in my judgement foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the Property if not otherwise paid; that it shall not be obligatory upon the Mortgager to inquire into the validity of any lien, encumbrance or in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgager to advance any moneys for any purpose nor to do any act hereund and the Mortgager shall not licur any personal liability because of anything it may do or omit to do hereunder.
- D. That it is the intent hereof to secure psyment of the indebtedness due under the Agreement whether the entire amount shall have been advanced to the Mortgage at the date hereof or a later date, or having been advanced, shall have been repaid in part and further advances made at a later date under the terms of this Mortgage and the Agreement.
- E. That if all or any part of the Property, or any interest therein, or if the Mortgager is a land trust, if all or any part of the beneficial interest in said trust is sold. I transferred or assigned by the beneficiaries without the prior consent of the Mortgager, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgager, (b) the creation of a purchase money and ity interest for household appliances, (c) a transfer by devise, descent, or by obligation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three vers or less not containing an option to purchase, Mortgagee, may, at Mortgagee's option, declare without notice all of the sums secured by this Mortgage to by immediately due, and payable.

Subject to the terms of this part, in the event the ownership of the Property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, and with such successors in interest with reference to this Mortgago and the indebtedness hereby secured in the same monner as with the Mortgagor, and may forbear to sue or may exceed time for payment of the indebtedness, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the indebtedness is eaby secured.

- F. That time is of the easence hereof, and if c'efault he made in performance of any covenant contained herein or in the Agreement, or in making any payment under the Agreement or any extension or renewal thereof, o. a proceedings he instituted to enforce any other lien or charge upon any of the Property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor (or if the Mortgagor of the Property r. in the event of the transfer of , or agreement to transfer, any right, title or interest in the Property or any portion thereof not otherwise permitted hereunder, or if the Mortgagor f. is to complete within a reasonable time, any buildings or buildings now or at any time in process of erection upon the Property, or upon the filing of a suit to condemnall or a part of the Property, then and in any of said events, the Mortgage is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority (f so d lien or any right of the Mortgage hereunder, to declare, without notice all sums secured hereby immediately due and poyable, whether such default be remedied by the Mortgage, and apply toward the payment of the Mortgage indebtedness any indebtedness of the Mortgage to the Mortgagor and the Mortgagor any also immediately proceed for foreclose this Mortgage, and in any foreclosure a sale may by made of the Property enmasse without offering the several parts separately. That in the event that the ownersh p of the Property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagoe does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagoe to cover the cost of amendating the mortgagoe to show the change of ownership.
- That upon the commencement of any foreclosure proceeding hereunder, the cover in which the suit is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solveney of the Mortgagor or the then value of the Property, or whether the same shall then be occupied by the owner of the equity of redemtion as a homestead, appoint a receiver with power to menage and rent and to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit and the statutory period of redemption and such rents, it are and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtodness, costs, taxes, insurance or other items necessary for the exotection and preservation of the Property, including the expenses of such receivership, or on any deficiency judgment whether there be a judgment therefore in personam or not and for receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there he redemption or n 1, and 1 at 1 the issuance of deed in case of sale, but if no deed he issued, until the expiration of the statutory period during which it may be issued, and no lease of the Property shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any loase junior to the lien hereof, and upon the foreclosure of the Property, their shall be allowed and included as an additional indebted ness in the judgment of sale all expenditures and expenses together with interest thereon at the rate of 12% per annual or ruthe under the Agreement, whichever is higher, which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, surveys, intlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, court costs, publication costs and costs (which may be estimated as to and incl. de items to be expended after the entry of the judgment, including attorney's fees) procuring all abstracts of title, title searches, title examinations and reports, title insurance police. Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to hic ders a any sale held pursuant to such judgment the true title to or value of the Property; all of which aforesaid amounts together with interest as herein provided shall be immediately and any able by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Agreement hereby secured; (b) preparations for the commencement of any suit for the foreclosure, hereof after the accrual of the right to foreclose, which ro not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the Property or the action ty hereof, whether or not actually commenced. In the event of a foreclosure sale of the Property there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof, the interest due thereon up to the time of such sale, and the overplus, if any shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.
- Fi. In case the Property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any of the Property taken or for damages to any of the Property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any of the Property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.
- I. All easements, routs, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of the Property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with the Property and not secondarily and such pledge shall not be deemed merged in any foreclosure judgment, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate the Property, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when carned, and ass such measures whather legal or equitable as it may deem proper to enforce collection thereof, employ renting agants or other employees, alter or repair the Property, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage nad other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow monay necessary for any purpose herein stated to secure which allen is hereby created on the Property and on the income thereform which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance promiums, taxes and assessments, and all expenses of every kind including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of th

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Berwyn, IL. 3322 S. Oak Park Ave. THIS INSTRUMENT PREPARED BY: Commercial National Bank of Berwyn . Jane 4 ailduq yrasoM GIVEN under my hand and Notarial Seal this 1613 including the release and waiver of all rights under any homestead, exemption and valuation laws. The free and voluntary act, for the uses and purposes therein set forth. agraed, sealed and delivered the said mortgage as ... personally known to me to be the same person or persons whose sume or names is or are subs. died to the foregoing motrgage, appeared before me this day in person and sok-I, the undersigned, a Motary Public in and for said County, in the state slore, sid do hereby certify that

Commercial Mational Bank of Berwyn

Re Trustee, U/T/A dated 6/15/81, Trust #310055 DEBRA A. PRESSWOOD WORKEY THE ULTINGLE TYSYSTE OF ILLINGLES TASYSTE OF ILLINGLES TASYSTE OF THE "OFFICIAL SEAL" SLVIE OF ILLINOIS (SIABS). t Mark of Berwyn as Trustee, U/T/A dated 6/15/81, IN MILINESS M. C. EOE, We have herounds Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgage shall release this Mortgage. visions of the Mortgage and the Agreement are declared to be severable. able law, such conflict shell not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end the pro-This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicmay designate by notice to Morigagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgage when given in herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address attated berein or to such other address as Mortgagee ing such notice by regular mail, addressed to Mortgagor at the Property address or at such address as Mortgagor in Mortgagoe as provided Except for any notice required under applicable law to be given in another manner, (a) any notice to Morgagor provided for in this Morgage shall be given by mail-

K. Mortgages may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgages shall give Mortgagor notice prior to

That each right, power and remedy conterred by this Mortgage or the Agreement upon the Mortgages is cumulative of every other right or remedy of the Mortgages of the Mortgages of the Mortgages of the Mortgages of the end or any covenants; that where the content shall the read covenants; that wherever the content shall the read covenants; that all include the requires, the unmaken and other of asid covenants; that wherever the context requires, the macculine garder, as used herein, shall include the remaining and rights and singular the requires, the said for the macculine garder, as used herein, shall include the respective here is executors, and singular number, as used said include the plural; that all rights and ot the Mortgage, and the suc-

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the fien hereof, but if no deed be issued, then until the expiration of the Proof the against the fien hereof, Mortgages shall have all powers, it any, which it might have had without this paragraph. No suit shall be sustainable against Mortgages

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ceasors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

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LAND TRUST RIDER TO MORTGAGE

This Rider is dated <u>July 16th</u> , 19 88 and is a part of and amends and supplements the Mortgage, ("Mortgage") of the same date executed by the undersigned ("Trustee"), Commercial		
National Bank of Berwyn [a national banking association] [an		
Illinois banking corporation], not personally but as Trustee		
under the provisions of a deed or deeds in trust duly recorded		
and delivered to the undersigned pursuant to a Trust Agreement		
dated June 15th , 1981, and known as Trust No. 810055 ("Trust No. 810055") to secure a certain Home		
810055 ("Trust No. 810055") to secure a certain Home		
Equity Revolving Line of Credit Agreement executed by the Trustee		
and the beneficiaries under Trust No. 810055 ("Agreement")		
of the same date to Commercial National Bank of Berwyn		
("Bank"). The Mortgage covers the property described in the		
Mortgage and located at : 3701 S. 53rd Ct.		
Cicero, IL 60650 .		

The Trustee agrees that the Mortgage is amended and supplemented to read as follows.

- A. The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee, if any, or of any beneficiary of Trust No. 810055 and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- This Mortgage is executed by the undersigned, not В. personaly but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Agreement contained shall be construed as creating any limbility on the undersigned personally to pay the Agreement or any interest that may accrue thereon, or any indebtedness according hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of the Agreement and the owner or owners of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the

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payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Agreement provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, JGhr	P Denne
not personally but as Trustee as presents to be signed by its Vice	aforesaid, has caused these e President, and its corporate
seal to be hereunto affixed and	attested by its assistant scaletan
Thory talks for the 15 that	y of <u>July</u> , 1981.
	s Trustee as aforesaid and not
	personally
	By: Shund lumo
9	Vice President
O _F	Attest.
	TATPIR
	Assistant Trust Officer - Secretary
τ	ssistant Cashier
STATE OF ILLINOIS)	
COUNTY OF) SS.	40
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1, A(X,0 000)	soword, a Notary
Public in and for said County, in CERTIFY that	the State aforesaid, DO HEREBY
Timothy Fullerfor	end
Assistant Cashier of said Bank wh	, Assistant Trust Officer o are personally known to me to
be the same persons whose names a	re subscribed to the foregoing
instrument as such officers appea and acknowleged that they signed	red before me this day in person and delivered the said instru-
ment as their own free and volunt	ary act and as the free and
voluntary act of said Bank, as Tr and purposes therein set forth; a	nd the said Assistant Trust
OfficerAssistant Cashier then a Assistant Trust OfficerAssistan	t Cashier as custodian of the
corporate seal of said Bank, did	affix the corporate seal of said
Bank to said instrument as said A Assistant Cashier's own free and	voluntary act and as the free
and voluntary act of said Bank, a the uses and purposes therein set	s Trustee as aforesaid, for for ω
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Given under my hand and Not day of well, 198	aciai șeai tilis 70
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DEBRA A. PRESSWOOD	Vehra a Pressevool
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/5/92	ntary Public /

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"OFFICIAL SEAL"
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MY COMMISSION EXPIRES 1/3/92