

MORTGAGE
(Land Trustee)

The Above Space For Recorder's Use Only

THIS INDENTURE, Made July 10, 1988, between FIRST BANK OF OAK PARK, not personally, but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered in pursuance of a Trust Agreement dated July 26, 1976, and known as Trust Number 10759, herein referred to as "First Party", and GARY WHEATON BANK OF BATAVIA, an Illinois Banking Corporation, herein referred to as "Mortgagee", witnesseth:

First Party has executed an installment note bearing even date herewith in the Principal Sum of ONE HUNDRED EIGHTY THOUSAND--- Dollars, made payable to Mortgagee and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, said principal sum together with interest at the rate of 10.5 % per annum in installments as follows:

(x) Interest from the date hereof at said rate shall be payable monthly for three months beginning August 1, 1988; and

(x) Principal and interest at said rate shall be payable in consecutive monthly installments of \$ 1,803.82 each beginning with November 1, 1988, and continuing thereafter on the 1st day of each month to and including the first day of June, 1993; and

(x) On July 1, 1993, all of the remaining principal and accrued interest shall be due and payable.

All of said payments are payable at GARY WHEATON BANK OF BATAVIA, 18 East Wilson, Batavia, Illinois.

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described property located in the County of Cook, State of Illinois:

Lots 52, 53, 54, 55, 56, 57 and 58 in J.W. McCormacks Westmoreland being a Subdivision in the West 1/2 of Fractional Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, North of the Indian Boundary Line in Cook County, Illinois.

- Permanent Parcel No. 15-08-104-011 (Lot 53)
- 15-08-104-012 (Lot 52)
- 15-08-104-030 (Lots 54 to 57)
- 15-08-104-065 (Lot 58)

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which has the address of 5345 South St. Charles Road Berkeley
(Street) (City)
Illinois 60153 (State and Zip Code) (Herein "Property Address")

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

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made to members of an owner's family, shall not operate to accelerate the debt, but in the event of such changes this clause shall apply to the grantee or assignee as if he were the First Party. This provision is inapplicable to leases for three years or less that contain an option to renew or purchase or any preemption right. A consent once given under this paragraph does not exhaust this paragraph. Like consents will be needed on future transactions.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of a receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or appropriate in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency. The court may also place the Mortgagee in possession.

10. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

THIS MORTGAGE is executed by First Party, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, FIRST BANK OF OAK PARK not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

IMPRESS
CORPORATE SEAL
HERE

ATTEST:

Frank J. Prucha, III
Assistant Secretary

STATE OF ILLINOIS)
Cook) SS
COUNTY OF WHEELING)

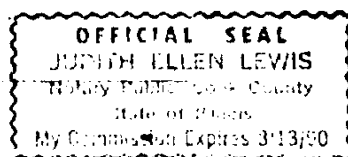
The foregoing instrument was acknowledged before me this 21st day of July, 1988, by Fredric W. Meek, Vice President ~~and~~ & Trust Officer of First Bank of Oak Park, a n Illinois Corporation, and by Frank J. Prucha, III, Assistant Secretary of said Corporation, who affixed the seal of said corporation, all on behalf of said corporation.

(SEAL)

My Commission Expires: _____

This Instrument Prepared By:

James R. Hannon
1211 West 22nd Street
Suite 512
Oak Brook, IL 60521



FIRST BANK OF OAK PARK

As Trustee as Aforesaid and
Not Personally

By

Fredric W. Meek
Vice President & Trust Officer

8E3883304

Judith Ellen Lewis
Notary Public

MAIL TO:

Leslie J. Gomora
Gary-Wheaton Bank of Batavia
18 East Wilson
Batavia, IL 60510

ADDENDUM

IN THE EVENT MORTGAGOR SHALL, WITHOUT THE PRIOR WRITTEN CONSENT OF MORTGAGEE, SELL, TRANSFER, CONVEY, ENCUMBER, OR ASSIGN THE TITLE TO ALL OR ANY PORTION OF THE PREMISES, OR THE RENTS, ISSUES, OR PROFITS THEREFROM, WHETHER BY OPERATION OF LAW, VOLUNTARILY OR OTHERWISE, OR SHALL CONTRACT TO DO ANY OF THE FOREGOING, OR SHALL GRANT AN OPTION TO ENTER INTO A CONTRACT TO DO ANY OF THE FOREGOING, OR IN THE EVENT THE OWNER, OR IF THERE BE MORE THAN ONE, ANY OF THE OWNERS, OF THE BENEFICIAL INTEREST IN THE TRUST OF WHICH MORTGAGOR IS TRUSTEE (ANY SUCH OWNER BEING HEREIN REFERRED TO AS A "BENEFICIAL OWNER") SHALL, WITHOUT THE PRIOR WRITTEN CONSENT OF MORTGAGEE, TRANSFER OR ASSIGN ALL OR ANY PORTION OF SUCH BENEFICIAL INTEREST, OR THE RENTS, ISSUES, OR PROFITS FROM THE PREMISES (INCLUDING, WITHOUT BEING LIMITED TO, A COLLATERAL ASSIGNMENT), WHETHER BY OPERATION OF LAW, VOLUNTARILY OR OTHERWISE, OR SHALL CONTRACT TO DO ANY OF THE FOREGOING, MORTGAGEE, AT HIS OPTION, SHALL THEN HAVE THE UNQUALIFIED RIGHT TO ACCELERATE THE MATURITY OF THE NOTE, CAUSING THE FULL PRINCIPAL BALANCE, ACCRUED INTEREST, AND PREPAYMENT PREMIUM, IF ANY, TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT NOTICE TO MORTGAGOR.

FIRST BANK OF OAK PARK, as Trustee under Trust Agreement dated July 26, 1976 and known as Trust No. 10759

By: [Signature]
Vice-President & Trust Officer

ATTEST:
[Signature]
Assistant Secretary

... instrument is executed by FIRST BANK OF OAK PARK not now a party to this instrument as trustee of the trust... and conditions to be performed hereunder by... the Bank is contained in any of the returns, statements, representations or conditions contained in this instrument.

RECORDED & INDEXED \$14.25
MAY 11 1988 13:55:00
16:43 P 88-383304
BOOK 1000 RECORDER

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14⁰⁰ MAIL

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