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long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a p. (it) with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or therein used to supply heat, gas, air condition. "A water, hight, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, wi also shades, storm doors and windows, floor coverings, mador beds, awnings, stoves and water hearers. All of the foregoing are declared to be a part of said real. Some whether physically attached therein or original assigns, mad real some whether physically attached therein or original assigns and real some whether physically attached therein originated as constituting part of the real estate. IO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses berein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Plus as which said rights and benefits the Mortgagors do hereby expressly release and wave. The name of a record owner is Libertle National Burk, Trustee u/L/a/d. 5/ 1/81a/k/a, t #103921. This mortgage consists of two pages. The covenants, conditions and provisions uppearing on page 2 (the reverse side of this nortgage fare incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.	Address(es) of Real Estate: 1874 North Fromont, Chicago, Illinois		
This mortgage consists of two pages. The covenants, conditions and provisions uppearing on page 2 (the reverse side of this and range) are incorporated because and assigns, as a part hereof and that the Mortgager's successors and assigns, to teve, for the purposes, and upon the uses because it is to the Mortgager's detection of the State of the state of the successors and benefits the Mortgager's detection of the successors and assigns. This mortgage consists of two pages. The covenants, conditions and provisions uppearing on page 2 (the reverse side of this nortgage fare incorporated because a part hereof and shall be binding on Mortgagers, their heirs, successors and assigns.	FOGE FHER with all improvements, tenements, easements, fixtures, and appartenances thereto by longing, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a point with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereto used to supply hear, gas, air condition. By water, hight, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, wi allow shades, storm doors and windows. Illustration is under beds, awnings, stores and water heaters. All of the foregoing are declared to be a part of said real. Stitle whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or inticles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.		
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Into mortgage consists of two pages, the circulants, conditions and provisions appearing in page 2 (the reverse side of this mortgage are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. Witness the hand and seal of Mortgagors the day and year first above written.	The name of a record owner is LaSalle National Bunk, Trustee u/L	/a/d 5/ 1/81a/k/a/t/#1.03921	
Witness the hand and seal of Mortgagors the day and year first above written.	tine morragge consists or two pages. The covenance, conditions and provisions appearing becelved to blinding on Morragagors, their heirs, succe	un page a ting revene side of this notice age are incorporated saids and anigns.	
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PLEASE LIMITED PARTNERSHIP IIX , as	PLEASE LIMITED PARINERSHIP III , as	(Seal)	
PRINT OR BENELICIARY AFTERNAMENTS DY: CHICAGO MICHOCO PROFESTORS, INC.	TYPE NAME(S) IN CHITCAGO NATO CON HOOD INVESTORS. I	NC.	
BELOW SIGNATURE(S) BY (Seal) (Seal)	HELOW (South		
S. WNDERZANDER, President	S. WNDERZANDLY, President	Laborated and a National Additional and Zon (1999)	
State of Illinois, County of the State County State of Illinois, Count	State of Ulinois, County of State County of State of Ulinois, County of Uli		
SPECIAL 1946	GEORGIA (1) 40 GEORGIA (1) 5 S	e de la companya del companya de la companya de la companya del companya de la co	
MAPRES ON THE TITLE DESCRIPTION TO ME TO BE THE SAME PERSON. Whose name 15 subscribed to the foregoing instrument.	(b) 11 (11) (11) (11) belongly known to me to be the same belon whose using the belong the same belong the sam	• •	

day of

Jeffrey J. Stahl NAME AND ADDRESS

OR RECORDER'S OFFICE BOX NO. . . .

This instrument was prepared by

Given under my hand and official seal, this Commission expires 2/1-1/90

Commission expires

orspy is

right of homestead.

. Ceorgia Ciencus

(CITY)

60521

Ceorgia Ciencus
(NAME AND ADDRESS)
11 Salt Creek Lane, Hinsdale, Illinois (STATE)

tree and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

(ZIP CODE)

THE COVENANTS, CONDITIONS AND PROVISIONS REPERFED TO ON FIGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due my indestredness which may be seemed by a lien or charge on the premises superior to the lien hereof, and upon request entitle minifesters which may be seemed premises to the discharge of the d

Mortgacion with I have 60 days to attend on the state of the state of

- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Morigagee the payment of the whole or any part of the taxes or assessments or charges or hens herein required to be paid by Morigagors, or changing in any way the laws relating to the taxation of morigages or debts secured by morigages or the morigagee's interest in the property, or the manner of collection of taxes, so as to affect this morigage or the debt sevured hereby of the holder thereof, then and in any such event, the Morigagors, upon demand by the Morigagee, shall may such taxes or assessments of reimburse the Morigagee therefor; provided, however, that if in the opinion of counsel for the Morigagee (a) it might be uniawful to require Morigagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Morigagee may elect, by notice in writing given to the Morigagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability is curred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby of under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

— copies of

- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on taid premises insured against loss or damage by fire, lightning and windcom under providing for payment by the insurance companies of moneys sufficient either to pay the coal of replacing or repairing the time or to pay in full the indebtedness secured hereby, all in companies satisfactors to the Mortgager, under insurance policies payable, in use of loss or damage, to Mortgager, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and short differ full policies, including additional and renewal policies, to the Mortgager, and in case of insurance about to expire, shall deliver reneval policies not less than ten days prior to the respective dates of expiration
- 7. In case of default therein, Mutgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comprosise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purports herein authorized and all expenses paid or incurred in connective a derewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured briefly and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors
- B. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sate, forfeiture, tax lien or tipe or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein rientioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpuid indebtedness secured by this mortgage shall, notwith standing anything in the note or in this mortgage to the contrary, account due and payable (a) immediately in the case of default in making anything in installment of principal or interest on the note, or (2) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right 40 foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and experi evidence, stenographers' charges, publication costs and costs (which may be estimated as to liems to be expended after entry of the decree) of procuring all such abstracts of title title searches, and examinations, title mastence policies, Torrens certificates, and similar data and assurances with respect to title at Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this parigraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the his parigraph mentioned shall become so much additional indebtedness secured by Mortgagee in connection with (a) any proceeding, including probate and conharpity proceedings, to which the Mortgage incorrection with fall alimant or defendant, by reason of this mortgage of an indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such such might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the collowing order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, thereby any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without onlice, without cepard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the original or not, and the Mortgagore may be appointed as such receiver. Such receiver shull have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in cast 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usualt 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.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Morigagors shall periodically deposit with the Morigages such sums to the Morigages may reasonably require for pays, ment of taxes and assessments on the premises. No such deposit shall bear any interest:
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Murtgagors and all persons clauming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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RIDER TO MORTGAGE

Notwithstanding any provision of this Mortgage or the Note to contrary, personal or corporate liability of Mortgagor hereunder or under the Note or any other instrument securing the payment of the Note shall be limited to and paid out of the premises and property secured hereby and the proceeds of any foreclosure sale or sales on such premises or foreclosing the lien of this Mortgage securing the payment of the In the event the obligations are not paid at maturity, howsoever such maturity may be brought about, the Mortgagee shall look exclusively to the security from time to time existing for payment of the Note and under no circumstances shall any action be filed or prosecuted for a deficiency judgment for amounts remaining unsatisfied after application of the obligations of such security and proceeds from any forectosure sale or sales thereof.

This Mortgage secures a Wraparound Promissory Note. original principal sum thereof covers and includes the principal and accrued but unpaid interest under a prior note ("Citicorp Note") made by LaSalie National Bank, Trustee under Agreement dated May 1, 1961, and known as Trust Number 103921 ("Trust") and payable to the order of Citicorp Savings of Illinois, as successor to cirst Federal Savings and Loan Association of Chicago ("Citicorp"), dated the 19th day of May, 1981, in the original principal sum of \$300,000 as modified by that certain Modification and Extension Agreement dated the 25th day of August, 1986 between Truster and Citicorp, and being secured, among other things, by a prior mortgage from Trust to Citicorp of even date therewith ("Citrorp Mortgage"), and additionally covering and including the principal and accrued but unpaid interest under a prior note ("Commercial Note") made by Trust and payable to the order of Commercial National Bank of Chicago ("Commercial"), dated the 5th day of August, 1983, in the original principal sum of \$100,000 and being secured by, among other things, a prior mortgage from Trust to Commircial of even date therewith ("Commercial Mortgage"). Mortgagee covenants so long as Mortgagor is not otherwise in default hereunder to satisfy all of the obligations on the Citicorp Mortgage and the Commercial Mortgage ("Prior Mortgages") and to make all payments on the Citicorp and the Commercial Note ("Prior Notes") as and when same become due and payable. Should Mortgagee fail to make payments on the Prior Notes or satisfy the obligations of the Prior Mortgages as when same become due and payable, or within forty-five (45) days thereafter, (inclusive of any grace period set forth therein) Mortgagor herein may make such payments or obligations perform directly with Citicorp such Commercial, in which event Mortgagor shall receive a credit under the Promissory Note against monies due thereunder in the amount of 150% of any payments so made by Mortgagor, as well as have available to it any rights or remedies provided at law or in equity against Mortgagee for failure to comply with the terms

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