	Loan No. 214712250	OFFIGER COPY 1517.00	
	MORTGAGE	THE ABOVE SPACE FOR RECORDER'S USE ONLY	
	THIS INDENTURE, madeOctober_28		
~	Cosmopolitan National Bank o	f Chicago nt dated August 1, 19.80 and known as Trust No. 25552	
203	(herein referred to as "Mortgagor,") and business in Chicago, Illinois, (herein refe	Gladstone-Norwood Trust & Savings Bank, an Illinois banking corporation, doing	
3	dollars (\$ 400,000.00 ) eviden order of the Mortgagee and delivered, by wheremaining from time to time unpaid at the in Chicago Winois in 60	ced by a certain Promissory Note of even date herewith executed by Montgagor, payable to the hich Note Montgagor promises to pay said principal sum and interest on the balance of principal rate of even and one 7 e 1 Ghith (2) per annum prior to maturity, at the office of Montgagee successive monthly installments commencine	
-86	February 1, 19	89, and on the same date of each month thereafter, all except the last of said installments to each, and said last installment to be the entire unpaid balance of said sum, together with after the original maturity date thereof at 12,125% per annum; together with all costs of col-	
>	lection, including reasonable attorneys' fees,	upon default, (hereinafter referred to as the "Note"),	
	gage, and all extensions and renewals thereof, and and every kind now or here liver owing and to bee gagee during the term of it is notifuge, however instrument, obligation, contratt or agreement of any wise and whether direct, indirect, primary, second, ments made by and between the prints herein, and Mortgagor of present or future it del tedness or oblighting parties and assigned by said and a parties to Me	the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mort- for the further purpose of accuring the payment of any and all abbustions, indebtedness and liabilities of any one due from the Mortgagor to the Mortgagor or to the holder of said Note or its the Assigned of the Mort- created, incurred, evidenced, acquired or arising, whether under the Note or this murtgage or under any other and every kind now or bereafter existing or entered into between the Mortgagor and the Mortgagor or other use, fixed or contingent, together with interest and charges as provided in said Note and in any other agree- including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagor by gations of third parties to Mortgagor, and of present and future indebtedness originally owing by Mortgagot to origagor, and any and all renewals or extensions of any of the foregoing, and the performance of the coverance to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowl- tages, its successors and assigns, the following described Real Estate in the County of Cook	
	SEE LEGAL DESCRIPTION RIDER HERETO ATTACHED:		
		9	
	соож со	HAT HEINOIS	
		89017311	
	1989 JAN	15 12 31	
		<b>9</b> /	
	and during all such times as Mortgagor may be ent apparatus, equipment or articles now or hereafter; units or centrally controlled), and ventilation; all indee hereafters, and water heaters. All	referred to herein as the "precises".  concernents, fixtures and appartenances there to belonging, and all sents, issues and profits thereof for so long ided thereto (which are pulls to primarily and on a parity with said real estate and not secondarily), and all thereto or thereon used to may ply heat, gas, air conditioning, water, light, power, refrigeration (whether single ding (without restricting the low going), stream, window shades, storm doors and windows, floor coverings, of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it rickes hereafter placed on the premoves by the Mortgagor or its successors shall be considered as constituting	
ļ	TO HAVE AND TO HOLD the premises unto a This Mortgage consists of two pages. The coverage for to keep the premises in repair, insured and for such repairs, insurance, prior Bens and taxes paid acceleration of maturity of the Note and foreclosus and are incomponented herein by reference, are a part	the Mortgagee, its successors and assigne, feverer, for the purposes herein set forth, ats, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortere of liens and to pay and discharge prior here so large, provide that if not past by Mortgagor, the costs of y Mortgagoe constitute additional indebtednes seen of hereby, provide for tax and insurance deposits, for the hereof in case of default and for the allowance of Maragee's attorneys' fees and expenses of foreclosure, thereof, and shall be binding on the Mortgagor and those claiming through it.	
:	In the event Mortgagor sells or conveys the prem- person or persons other than Mortgagor. Mortgagoe forcing the provisions of this Mortgage with respec- toring the provisions of this Mortgage with respec- ted conditions of said Note and this Mortgage.	the event Mortgagor sells or conveys the premises, or if the title thereto or any interest therein shall be ome vested in any manner whatsoever in any other a or persons other than Mortgagor. Mortgagor shall have the option of declaring immediately due and provided all amount installments on the Noic and engine provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagor shall have comented thereto in writing and the octive purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagor. And any and agreeing to be bound by the terms anditions of said Note and this Mortgagor.	
	ereise of the power and authority conterred upon a	an National Bank of Chicago are not personally but as I rustee as aforesaid, in the ex- and vested in it as such Trustee, and it is expressly understood and are ad by the most page herein and by according hereunder that nothing contained herein or in the Note second by this most page shall be construed.	
6/5	consily to pay said Note or any interest that may a herein contained, all such liability, if any, being expa- bat of the property hereby conveyed by enforcementally co-signer, endorser or guarantor of said Note.	n National Bank of Chicago or on any of the beneficial and under said trast agreement per- cerne thereon, or any modebtedness accraing hereunder or to perform any a swell either express or implied restly whited, and that any recovery on this montage and the Note secured 'errby shall be solely against and ent of the provisions hereof and of said Note, but this wanter shall in no way affect the personal hability of	
300	IN WITNESS WHEREOF, Cosmopolitan National Bank of Chicago not personally but as Truste: It aforested, has caused best presents to be signed by its (Executive) (Assistant) (Vice President) (Trust Officer), and its corporate seal to be hereunto affixed and attested by its (Executive) (Assistant) (Vice President) (Trust Officer) the day and year first above written.		
<b>**</b>	COSMOPOLIZAN MATLONAL BANK O	Fight CAGO:  As Trastor as aforesid and not personally.  (brown representation (Vice President) (Taxonicibran)	
-	Alles Kilsen J. Baml	entino microstatione de la constanta de la con	
٠,	STATE OF ILLINOIS SS.	Sandra Steffens  a Notary Public m and for said County, in the state aforesaid, DO HEREBY CERTIFY, that	
عمر جمع ۔		esident and Fileen F. Gamberdino, Trust Officer, respectively	
Ć	Auskreug Allandronikenk Alexa Elforek et mid. Bumment 21 mei 17 Augustus Frankland Velse Fr	exof The Cosmonal from National Bank of Chicago (1966) to the longoing that who are personally known to me to be the same persons whose as her are substituted to the longoing endent) (Trust Officers) and "Executives" (Assessment, When President) (Trust Officers), respectively, appeared they signed and delivered the said instrument as their own free and vocanizary act and as the free and vocanizary are and as the first and as the free and vocanizary are and as the first and as	

untary act of said Bank, as Trustee as aforesaid, for the user and purposes then then and there acknowledged that said (Executive) (Appendix Bank to said instructive) (Append January 1489

NAME GLADSTONE-HORMOOD TRUST & SAVINGS BANK

STREET 5200 N. Central Ave. Chicago, 1L 60630

INSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER
M GN 231 (4/72)

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

5949 N. Ciark, Chicago, 3355 W. Irving Park Rd, Chicago, IL

3324 V. Fullerton, Unicago, IL

THE COVENANTS, CONDITIONS AND PROVISIONS REPERRED TO UN PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE): Page 2

- THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO UN PAGE. (THE REVERSE SIDE OF THIS MORTGAGE):

  1. Mortgague coveragits and agrees to pay said indebtedness and the interest thereon as hetem and in said Note or wither evidence thereof provided, or according to any agreement extending the time of payment thereof. (2) To pay wisen due and before any penalty attaches thereto all taxes, special taxes, special sasestments, water changes and sewer service charges against the premises aligned be conclusively deemed which for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said meaniest shall be conclusively deemed which for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said meaniest shalled samage by line, and such other insurance and such other insurance as the Mortgage may require, while said indebtedness in fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and section of the Mortgage engineers of the Mortgage of the Mortgage is an insurance and such other insurance as the Mortgage may require, while the statisticatory to the Mortgage is a deed; and in case of foreclosure said payable to the owners of the certificate of sale, owner of any deficiency, and facing the properties of sale and in case of lost of the mortgage of the mortgage of authorized to adjust, collect and components, and the Mortgage is a substituted on the majoration of the Mortgage is authorized to apply the proceeds of any maurance claim to the restoration of the premises or upon the webstreams bereby secured in its discretion, and the Mortgage is authorized to apply the proceeds of any maurance claim to the restoration of the premises or upon the webstreams bereby the proceeds of any maurance companies, and the Mortgage is said indebtedness is paid in full. (b) immediately aller destruction of amange, to commerce and pomptly complete the rechange of the mortgage is authorized to v
- peine lien to Mortgagee.

  In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagot agrees to pay to the holder of the Note, such such a may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire mantance and such other he saids as shall be required hereunder covering the mortgaged property, and for the payment of taxes and apecial assessments accuring on the property is all as estimated by the holder of the Note; such sums to be held by the holder of the Note without any allowance for interest, for the cayoned of such premiums, taxes and apecial assessments in the foregreet whether or not complied with shall not be construed to affect the obligations of the Mortgagot to pay such premiums, taxes and apecial assessments and to keep the mortgaged premises manted against loss or damage by fire or lightname. If, however, payments much necessary and subsequent and necessary and subsequent payment to make up the deficiency. If amounts collected for the purpose aforesaid extend the amounts necessary to make such payment, such excess thall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid extend the amounts necessary to make such payment, such excess thall be credited on subsequent payments for these purposes to be made by Mortgagor.
  - 2. The principle is granued to make propayments on principal of the Nore on any interest payment date
- 1. Mornages may induced bill to things equal to 27 of the month's payment of principal, interest itself absolutents insurance premiums, or other charges more tran 10 may so arread extra expense involved in handling of longered payments.
- 5. Mortgagor agrees that for gagre may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby nectured or the hen of th. If strument, or any litigation to which the Mortgagor may be made a party on account of this lien or which may affect the ribe to the property necturing the indebtedness hereb's the used or which may affect said debt or lien and any reasonable attorney's feet so incurred shall be added to and be a part of the debt hereby nectured. Any costs and eaps uses exaconably incurred in the feetoness of this mortgage and sale of the property necturing the name and it, connection with any other disputes or heightion affecting said of the said of the part of the debt hereby nectured. All such amburns shall be part of the Mortgagor to the Mortgagor to the Mortgagor on demand, and if not pard shall be included in any decree or judgment as a part of said

etgage debt and shall include interest at the tire of 12.125 per cent ( ----- %) per annum

mortgage open and shall include interest at 17 x 10° to 1 x 20. Dut need not, make any payment or perform any act bettern required of Murigagor in any form and manner deem expedient, and may, but need not, make fall to, primb payment or perform any act bettern required of Murigagor in any form and manner deem expedient, and may, but need not, make fall to, primb payment of principal or interest on prior encumbrances, if any, and patchase, discharge, compromise or settle any time or other gripes for the part of the performance of the perfor

- appropriate public office without inquiry into the accuracy of such full; statement or estimate or into the validity of any tax, assessment, sale, forfeiture, sax lien or sitle or claim thereof.

  8. At the appson of the Marigagee and without notice to M stig got, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (1) immediately and the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (1) when default thall occur and continue for this style in the performance of any other approximation that Mortgage herein contained.

  9. When the indebtedness hereby secured shall decome due whicher by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the hen hereof, there shall be allowed and included as such well in any limit decree for sale all expenditures and expenses which may be paid on behalf of Mortgagee for attorney? Item, appealant? fees, appealant expenses of the decree for occurrently and expense endeance, attropraphers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree for occurring all such abstracts of little, little searches and reammations, guarantee policies, Torrane certificates and similar data and assumances with respect to title as Mortly fee i any deem to be teasonably necessary, either to prosecute such said or evidence to bidders at any sale which may be had pursuant to such decree the true condition of the little or the value of the premises. All expenditures and expenses of the nature in this

paragraph mentioned that become so much additional indebtedness occured beteby ... m mediately due and payable with interest thereon at the rate of 12.125

- 10. The proceeds of any foreclosure sale of the premises shall be distributed and applied?. it is following order of priority: First, on account of all costs and expenses ancident to the foreclosure proceedings, including all such stems as are mentioned in the precedure pe agreed before, second, all other items which under the terms hereof constitute accuracy included included in the precedure per agreed included additional to that evidenced by the Note with interest stemens as he can provided; third, all principal and interest remaining unpaid on the Societ fourth, any overplan to Mortgagor, its accessor or assigns, as their rights may appear.
- Note: fourth, any overphis to Mortgager, its successor or assigns, as their rights may appear.

  13. Upon, or at any time after the filing of suit to forcelose the Mortgager, the Court in which such such sides may appear a receiver of and premises. Such appointment may be made either before or after sale, without notice, without registed to the then ratios of the peer and or whether the same shell be then nocephed as a homestead ere not, and the Mortgager may be appointed at such receiver. Such receives hall have power to collect the rests, using and profits of said premises during the pendency of such forcelosers such in case of a sale and a deficiency, during the full state to the profits of redemption or not, as well as during the pendency of such forcelosers such in case of a take and a deficiency, during the full state to provide the receiver to collect such tents, using at a sale and all other powers which may be necessary or are usual in such cases for the entervention of such receiver, would be intelled to collect such tents, using at a sale and other powers which may be necessary or are usual in such cases for the premised further security to a part of the premised during the whole of such premise during the premised during the whole of such premise of such sections time of such receivers and a such as a such cases for the premised such sections to a such and the premised such sections that the such section of such sections in such cases for the premised as a such as a such
- 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 sense in an action at faw upon the Note.
- 14. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and re-er-cill compensation which may aid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forther not piled by the Mortgagee as it elect, to the immediate reduction of the indebtedness secured besteby, or to the repair and restoration of any property so damaged, property is that any excess over the use of the indebtedness shall be debrered to the Mortgagee or its successor or assigns.
- may elect, to the smeschite reduction of the indebtedness secured betoby, or to the repair and restoration of any property so damaged, possible that any excess over the smound of the indebtedness shall be debivered to the Mortgager or its securior or saughts.

  15. All analls, remts, issues and profits of the premises are pledged, assigned and transferred to the Mortgager, whether now due or hereefter to become doe, under or by virtue of any lesse or agreement for the use or occupancy of said premises, or any part thereof, whether said lesse or agreement is minist no revebal, and it is the ministion deserted any lesses of green and assignment to the Mortgage of all such lesses and agreement he place is all into the observed energy distant, since and place of the said said remts, using any part thereof, make lesses for terms deemed advantageous in it. Serminate or modify existing to furure lesses, collect said available as in may deem people to endorce collection thereof, employ remt and green and profits, regardless oil, when estened, and use such measures whether legal one when it determs necessary, purchases adequate fee and extended coverage and other forms of insurance as may be deemed advantale, such in general extent all possess to the secondary, purchases adequate fee and extended coverage and other forms of insurance as may be deemed advantale, and in general extent all possess and such as incurred the tested of the possess of the possess of the profits of the minister to time apply say before on the collection of the minister to time apply say before on only or received for the process of the control of the coverage of the control of the instead of the coverage of the coverage and other forms of insurance of the coverage of the coverage
- Be. In the event new buildings and improvements are now being or are to be erected or placed on the permises that is, it his is a construction loss mortgage) and if Mortgagor does not complete the construction of said buildings and improvements are now being or are to be erected or placed on the permises (that is, it his is a construction loss mortgage) and if Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgage, on or before thirty days passe to the due date of the furt payment of principal, or if work on said construction and the taid work should remain abandoned for a period of theiry days, then and in either event, the entire principal must observe the principal must be principal and at the option, also enter into end upon the mortgaged permises and simplete the construction, also enter into and upon the mortgaged permises and simplete the construction, also enter into and upon the mortgaged permises and simplete the construction and the said buildings are improvements and simplety expenses and superported by Mortgage in connection with such completion of construction shall be adreed to the principal mortgaged permises also approve the construction and the principal mortgaged in connection with such complete intended to the principal mortgaged permises and shall be payable by Mortgager in all such complete attended to employ without the principal mortgaged permises and shall be payable by Mortgager in the mortgaged permises and complete attended to complete attended to employ without the principal mortgaged permises and shall be payable by Mortgager in the mortgaged permises and complete attended to complete attended to prove the personal property therein. To continue any and also obstitution contracts for the exection and complete attended to pay and discharge the full decomplete in the operation of the provention of the more payable afformation of the construction of the more payable of the payable to the const

- 87. A reconveyance of said premises thall be made by the Mortgager to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgager.
- 13. This Mortgage and all provisions hereof, thall extend to and be binding upon and all persons claiming under or through Mortgage, and the word "Mortgage." when used herein shall include all such persons and all persons have for the payment of the indebtedness or any past thereof, whether or not such persons shall have executed the Note or this Mortgage.

  16. WORTGAGOR BOES HEREBY WAIVE. TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATUTE, ANY AND ALL RIGHTS DI REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE. ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON. EXCEPT DECREE OR SUDGMENT CREDITORS OF THE WORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE FREMISIS SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

## UNOFFICIAL DEPT.

PARCEL I: Commonly known as 5945 N. Clark, Chicago, IL

That Part of Lots 50 and 52 which lies West of the West line of said Lot 50 extended South to the Northeasterly line of North Ridge Avenue and all of Lot 51 (except that part taken for a widening of Clark Street) in Margaret Kranz Tee's Addition to Horth Edgewater, a Subdivision in the North West 1/4 of the South West 1/4 of Section 5, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Commonly known as 3355 W. Irving Park Rd, Chicago, IL

Lot 8 in Block 2 in Race's Subdivision of the East 1/2 of the North West 1/4 of the North East 1/4 and the West 1/2 of the North East 1/4 of the North East 1/4 of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

**ALSO** 

Lot 9 in Block 2 in Race's Subdivision of the East 1/2 of the Horth West 1/4 of the North East 1/4 and the West 1/2 of the North East 1/4 of the Horth East 1/4 of Section 23, Township 40 North Nange 13 East of the Third Principal Heridian, lying North of Elston Road in Cook Courcy, illinois.

ALSO.

Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, lying North of Elston Road, in Cook County Illinois

PARCEL 3: Commonly known as 3324 W. Fullerton Ave., Chicago, 1L

Lots 54 and 55 in De Zeng's Logan Square Subdivision of Block 3 in Garrett's Subdivision of part of the East 1/2 of the South East 1/4 or Section 26, Township 40 North. Range 12 East of the Third Principal Meridian in Cook Section 26, Township 40 North. Range 12 Lots 10 and 11 in Block 2 in Page's Subdivision of the East 1/2 of the North West 1/4

**ALSO** 

Lot 56 in DeZeng's Logan Square Subdivision of Block 3 in Garrett's Subdivision of part of the East 1/2 of the South East 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Lot 57 and the West 3 feet of Lot 58 in De Zeng's Logan Square Subdivision of Block 3 in Garrett's Subdivision in the East 1/2 of the South East 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois **ALSO** 

The East 22 feet of Lot 58 and the West 6 feet of Lot 59 in De Zeng's Logan Square Subdivision of Block 3 in Garrett's Subdivision of part of the East 1/2 of the South East 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 13-23-204-001, 13-23-204-002, 13-23-204-003

13-26-427-029, 13-26-427-030, 13-26-427-031, 13-26-427-032

14-05-305-035

PROPERTY ADDRESS:

5945 N. Clark St., Chicago, IL

3355 W. Irving Park Rd., Chicago, IL 3324 W. Fullerton Ave., Chicago, IL

Property of Cook County Clerk's Office