

THIS INDENTURE WITNESSETH: That the undersigned First National Bank of Lockport a corporation organized and existing under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated February 10, 1989 and known as trust number 72-21200, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to wit: \$13.25 #111 TRAN 6931 03/16/89 09:50:00 #3776 # A *--B9--116014

LOT 13 OF PLAT OF CORRECTION OF FINAL PLAT OF BRIEDIS SUBDIVISION, A PLANNED UNIT DEVELOPMENT OF THE EAST 1/2 OF LOT 19 IN COUNTY CLERKS DIVISION (EXCEPTING THEREFROM THE WEST 230 FEET OF THE NORTH 757.58 FEET) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT IS EXECUTED BY THE FIRST NATIONAL BANK OF LOCKPORT NOT PERSONALLY BUT SOLELY AS TRUSTEE AS AFORESAID. ALL THE COVENANTS AND CONDITIONS TO BE PERFORMED HEREUNDER BY THE FIRST NATIONAL BANK OF LOCKPORT ARE UNDERTAKEN BY IT SOLELY AS TRUSTEE AS AFORESAID AND NOT INDIVIDUALLY AND NO PERSONAL LIABILITY SHALL BE ASSUMED OR BE ENFORCEABLE AGAINST THE FIRST NATIONAL BANK OF LOCKPORT BY REASON OF ANY OF THE COVENANTS, CONDITIONS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THE INSTRUMENT.

Together with all buildings, improvements, fixtures, appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in whole 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 attached to 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, and door bells, awnings, stoops and water heaters, all of which are intended to be and are hereby declared to be 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 premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption does hereby and valuation laws of any state, which said rights and benefits said Mortgagor release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of One-hundred-seventy-six-thousand-and-no/100 Dollars \$ 176,000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of interest only on sum disbursed from time to time at 11% Dollars

(5-----), commencing the 5th day of April 1989 until which payments are to be applied, first, to interest, and the balance to principal, until XXXXXXXXXXXX the fifth day of March, 1990 when a final payment of principal, interest, and accrued expenses, if any, will be fully due and payable.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of none Dollars (\$ -0-), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charge and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor; and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, 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, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee 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 Master's or Commissioner's deed, 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 him to be signed by the Mortgagee for such purpose, 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 damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises 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 hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) 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 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) 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 on or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums and other annual charges upon the property securing this indebtedness and other insurance required or accepted, I promise to pay monthly to the mortgagee in addition to the above payments, a sum estimated to be equivalent to one twelfth of such items which payments may, at the option of the mortgagee (1) be held by it and commingled with other such funds or its own funds for the payment of such items, or (2) be credited to the unpaid balance of said indebtedness as received provided that the mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable as hereinafter stated. The total amount on deposit for such items shall at all times be equal to the sum of all items required to be paid from the account pro-rata from their due dates. The amount estimated to be the full year's taxes shall be deposited by December 31st of the year for which such taxes are levied or such later date as the Association shall from time to time select and the Association may at its option pay the entire year's tax in one installment. If the amount estimated to be sufficient to pay such said items is not sufficient I promise to pay the difference upon demand. The mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein Mortgagee may, on Mortgagor's behalf, everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

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Property of Cook County Clerk's Office

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B. Mail

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IF THE MORTGAGOR CONVEYS, SELLS, TRANSFERS, OR ASSIGNS OR CAUSES TO BE CONVEYED, SOLD, TRANSFERRED OR ASSIGNED OR ENTERS INTO ANY CONTRACT OR AGREEMENT TO CONVEY, SELL TRANSFER OR ASSIGN TO CAUSE TO BE CONVEYED, SOLD, TRANSFERRED OR ASSIGNED THE TITLE TO THE PROPERTY HIS EQUITY IN AND TO THE PROPERTY OR THE BENEFICIAL INTEREST IN ANY TRUST HOLDING TITLE TO THE PROPERTY, WITHOUT MORTGAGEE'S PRIOR WRITTEN CONSENT, MORTGAGEE MAY, AT MORTGAGEE'S OPTION, DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE. IF MORTGAGEE EXERCISE SUCH OPTION TO ACCELERATE, MORTGAGEE SHALL MAIL MORTGAGOR NOTICE OF ACCELERATION. SUCH NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAT 30 DAYS FROM THE DATE THE NOTICE IS MAILED WITHIN WHICH MORTGAGOR MAY PAY THE SUMS DECLARED DUE. IF MORTGAGOR FAILS TO PAY SUCH SUMS PRIOR TO THE EXPIRATION OF SUCH PERIOD, MORTGAGEE MAY, WITHOUT FURTHER NOTICE OR DEMAND ON MORTGAGOR, DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDINGS. MORTGAGEE SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, AND COSTS OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

REPAYMENT OF THIS MORTGAGE MAY NOT BE ASSUMED BY ANYONE OTHER THAN THE BENEFICIARIES AS OF THIS DATE OF THE TRUST HEREINABOVE MENTIONED, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE MORTGAGEE, ANY ASSUMPTION WITHOUT SUCH CONSENT WILL CAUSE THE MORTGAGE TO BECOME IMMEDIATELY DUE AND PAYABLE AT THE OPTION OF THE MORTGAGEE.

MORTGAGOR WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF FORECLOSURE OF THIS MORTGAGE ON BEHALF OF THE MORTGAGOR OR GRANTOR THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN AND EACH AND EVERY PERSON EXCEPT JUDGMENT CREDITORS OF THE TRUSTEE IN ITS REPRESENTATIVE CAPACITY AND OF THE TRUST ESTATE ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall hereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under the mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

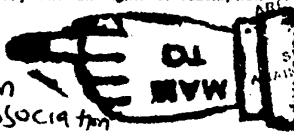
M. If the corporate trustee named herein is duly authorized to do so by the trust instrument or by any person having a power of direction over the trustee, and if the property hereby conveyed under this mortgage consists of a dwelling for five or more families, the corporate trustee herein does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage.

N. This mortgage is executed by the undersigned 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 undersigned 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 the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or to perform any covenant either express or implied herein contained, all such liability, if any, being assumed solely by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that as far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any interest therein, shall look solely to the premises hereby conveyed for the payment thereof, for the enforcement of the lien hereby created, and the personal liability of the guarantor, if any.

O. Repayment of this mortgage may not be assumed by anyone other than the beneficiaries of this trust hereinabove mentioned, without the express written consent of the mortgagee, and any assumption without such consent will cause the mortgage to become immediately due and payable at the option of the mortgagee.

P. The Trustee herein does hereby waive any and all rights of redemption from sale under order or decree foreclosing this mortgage, to the extent permitted under State law.

ELMST Federal SAVINGS
FIRST + Addison Streets
ELMST, Ill 60126
Plan
Associa tm



IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Off. ~~XXXXXX~~ and its corporate seal to be hereunto affixed and attested by its Asst. Cashier ~~XXXXXX~~ this 10th day of March, A.D., 19 89

ATTEST:

Leonard P. Widner
Asst. Cashier

First National Bank of Lockport
As Trustee as aforesaid and not personally
U/T 12-21200
BY *Donna J. Wroblewski*
President

STATE OF Ill. }
COUNTY OF Will. } ss. I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donna J. Wroblewski personally known to me to be the Trust Off. ~~XXXXXX~~ of First National Bank of Lockport a corporation, and Leonard P. Widner personally known to me to be the Asst. Cashier ~~XXXXXX~~ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Off. ~~XXXXXX~~ and Asst. Cashier ~~XXXXXX~~ they signed and delivered the said instrument as T.O. ~~XXXXXX~~ and Asst. Cashier ~~XXXXXX~~ of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 10th day of March, A.D. 1989

"OFFICIAL SEAL"
JACKIE KOZAK
Notary Public, State of Illinois
My Commission Expires 4/3/92

Jackie Kozak
Notary Public

UNOFFICIAL COPY

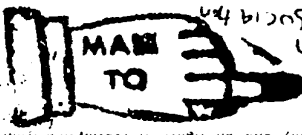
GIVEN under my hand and Notary Seal, this 10th day of March, A.D. 1989

Asst. Cashier, they signed and delivered the said instrument as T.O. XXXXX and Asst. Cashier XXXXX and personally known to me to be the Trust Off. XXXXX of First National Bank of Lockport and Leonard P. Widner

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donna J. Wroblewski personally known to me to be the Trust Off. XXXXX of First National Bank of Lockport

STATE OF ILL. COUNTY OF WILL. BY Asst. Cashier XXXXX As Trustee as aforesaid and not personally First National Bank of Lockport

10th day of March, A.D. 1989 Asst. Cashier Trust Off. XXXXX, and its corporate seal to be hereunto affixed and attested by its Asst. Cashier



ELMWOOD FEDERAL SAVINGS ASSOCIATION First + Addison Streets, Elmwood, Ill 60122

1. That the mortgage is a lien on the property... 2. That upon the commencement of foreclosure proceedings... 3. All easements, rents, issues and profits of said premises... 4. That the mortgagee may employ counsel... 5. That in the event of a foreclosure sale... 6. That the mortgagee may exercise the power of sale... 7. That the mortgagee may exercise the power of sale... 8. That the mortgagee may exercise the power of sale... 9. That the mortgagee may exercise the power of sale... 10. That the mortgagee may exercise the power of sale...

