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REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 19th day of April, 1989, between the Mortgagor, ALEX MOSLEY and ANNIE MAE MOSLEY, his wife, (herein the "Borrower"), and the Mortgagee, DREXEL NATIONAL BANK (herein the "Lender") a national banking association, having its principal office in Chicago, Illinois.

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTEEN THOUSAND AND 00/100 ($17,000.00) Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (herein "Note"), providing for monthly installments of principal and interest.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, 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 agreements of Borrower herein contained, and (b) the repayment of any future advances, not to exceed an additional amount of $10,000.00. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 10 IN BLOCK 2 IN McKEY'S ADDITION TO HYDE PARK IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 20-03-216-009 4023 S. Vincennes Chgo. 60653

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property covenants and herein referred to as the "Property".

TO HAVE AND TO HOLD the premises unto the said Mortgagee its successors and assigns, forever, the purposes and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any Future Advances secured by this Mortgage.

3. Funds for Taxes and Insurance. Borrower, at the option of the Note Holder, and subject to applicable law, shall, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, and other sums payable under this Mortgage, will pay to the Note Holder on the day monthly installments of principal and interest are payable under the note until the note is paid in full, a sum equal to one-twelfth (1/12) of the most recent annual real estate taxes on the mortgaged property (as estimated by note holder) and a sum equal to one-twelfth (1/12) of the annual premium for hazard insurance, such sums to be held by Note Holder. If the monthly payments made by Borrower under the preceding paragraph shall not be sufficient to pay taxes when same shall become due and payable, plus a minimum balance of an amount equal to four (4) times the estimated monthly real estate tax payment, then the Borrower shall pay to the Note Holder any amount necessary to make up the deficiency immediately upon notice from the Note Holder.

4. Charges; Liens. Borrower shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Lender or to holders of the note duplicate receipts therefor. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 3 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipt of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 2 and 3 hereof or change the amount of such installments. If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property. Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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 hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender or to holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not

limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (3) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraphs 2 and 3 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings

against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance By Lender Not A Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Governing Illinois Law. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provisions or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Transfer of the Property; Assumption; Acceleration; Remedies. Borrowers shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the

terms hereof. At the option of the holders of the note, and without notice to the Borrowers, all unpaid indebtedness incurred secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately upon failure to pay the principal or interest, or any installment of principal or interest of the note for fifteen (15) after the date when due, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Borrowers whether contained herein or in the Security Documents, or c) immediately upon sale, conveyance, or transfer of any right, title or interest in the premises or any portion thereof or assignment of all or any part of the beneficial interest in any trust holding title to the premises without prior written approval of the holders of the note, or (d) immediately of any proceeding shall be instituted by or against Borrowers or Borrower's business under any bankruptcy or insolvency statute, or Borrowers make or attempt to make an assignment for the benefit of creditor, or (e) immediately if the Note Holder deems itself insecure.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 16 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

18. Future Advances and Additional Amounts. It is agreed and intended by the parties that the Lender may make future advances to one or more of the Borrowers, in an amount or amounts exceeding that of the obligation initially secured by this Mortgage or which may otherwise become due as a result of such initial obligation, but in no event shall said further advances exceed an additional $10,000.00. If such future advances or additional amounts are made, this Mortgage shall secure the payment of any and all such future advances and of any such additional amounts, whether or not said future advances or additional amounts are in any way related to, are of the same class as, or are made for a similar or related purpose as, the obligation initially secured hereby; and further, whether or not there is any additional or other security given for such future

advances or for such additional amounts; and further, whether or not all, or only one or some, of the undersigned Borrowers are personally or principally obligated for the payment of such future advances or additional amounts, whether jointly or severally, and whether or not a third person or entity not a party hereto is also personally or principally obligated thereon, whether jointly or severally; and further, regardless of whether or not the Real Estate is owned by the Borrowers as husband and wife as tenants by the entireties and such future advances or additional amounts are the personal or principal obligation of only one of them; and further, whether or not the initial obligation secured hereby has been paid in whole or in part; and further, whether or not the Lender shall have assigned or otherwise transferred its interest in the Real Estate to an assignee or a successor in interest, and whether or not such future advances or additional amounts are made to Borrowers by the Lender or its assigns or its successors in interest; and further, whether or not there are any, or were any oral representations or other provisions of this Mortgage or any other document executed and/or delivered in conjunction with or related to the initial obligation secured hereby which are or may be construed to be in conflict with or in derogation of this paragraph in any manner whatsoever. Provided further, that such future advances or additional amounts are equally secured and to the same extent as the initial obligation secured hereby. The Lender, its assigns and successors, at its option may accept a renewal note, or notes at any time for any portion of the initial obligation secured hereby, or for any portion of any such future advances or additional amounts secured hereby, and may extend the time for payment of any or all of said obligations without affecting the security of this Mortgage in any manner whatsoever.

19. Waiver of Right of Redemption. Borrower, on behalf of himself/herself and each and every person claiming by, through or under Borrower, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Lender's right to any remedy, legal or equitable, which Lender may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Lender's right to deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

89174957

THIS MORTGAGE executed by the Borrower the day and year first above written.

Alex Mosley

ALEX MOSLEY

Annie Mae Mosley

ANNIE MAE MOSLEY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT ALEX MOSLEY and ANNIE MAE MOSLEY, his wife, who are 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 acknowledged that they signed, sealed and delivered the said Instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 19 day of April, 1989.

"OFFICIAL SEAL"
Shelley Bedward
Notary Public, State of Illinois
My Commission Expires 10/1/93

Shelley Bedward
Notary Public

THIS INSTRUMENT prepared by Chapekis, Marcus, Allen & Chapekis, Attorney at Law, 11 S. LaSalle Street, Chicago, Illinois 60603 312/368-1222

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mail to Drexel Nat'l Bank
3401 S. King Drive
Chgo, Ill. 60616

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COOK COUNTY RECORDER

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