

ALLIED COUNTY BANK, COUNTY BANKING CORPORATION, 1000 WEST 10TH AVENUE, DENVER, COLORADO 80202, is the lender and the mortgagor in the mortgage described in the foregoing instrument. The mortgagor is the owner of the property described in the foregoing instrument and is executing this mortgage in order to secure the loan described in the foregoing instrument. The mortgagor is executing this mortgage in order to secure the loan described in the foregoing instrument. The mortgagor is executing this mortgage in order to secure the loan described in the foregoing instrument.

SEE FRONT MATTER FOR ATTACHED HERETO AND MADE A PART HEREOF.

THE DEBTOR'S OBLIGATIONS UNDER THIS INSTRUMENT ARE SECURED BY THE MORTGAGE DESCRIBED IN THE FOREGOING INSTRUMENT. THE DEBTOR'S OBLIGATIONS UNDER THIS INSTRUMENT ARE SECURED BY THE MORTGAGE DESCRIBED IN THE FOREGOING INSTRUMENT. THE DEBTOR'S OBLIGATIONS UNDER THIS INSTRUMENT ARE SECURED BY THE MORTGAGE DESCRIBED IN THE FOREGOING INSTRUMENT.

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NEW CENTURY BANK  
 1000 WEST 10TH AVENUE  
 DENVER, COLORADO 80202  
 (303) 733-1000  
 MORTGAGE  
 JOHN A. TORO & PATRICIA G. TORO  
 HUSBAND & WIFE  
 1000 WEST 10TH AVENUE  
 DENVER, COLORADO 80202  
 (303) 733-1000

FILED A.C. 33617 2022

REAL ESTATE MORTGAGE  
 To Secure a Loan  
 FROM NEW CENTURY BANK

(Space above this line for recording purposes)

\$16.00

99325619

1989 JUL 18 PM 4:45

99325619

BOOK COUNTY RECORDS  
FILED FOR RECORD

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10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the occurrence of any of the following events, in whole or in part, as set forth below:

A. The occurrence of any of the following events which does not relate to a transfer of rights of ownership in the Property:

- A. Failure to pay and provide proof of payment of any tax, assessment, lien, insurance premium or security or account liability due date, or
- B. A transfer of a substantial part of Borrower's money or property, or
- C. Illegality of any part of the Property or any interest therein, as sold, leased or transferred by Borrower except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE."

9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations, shall become immediately due and payable without notice or demand upon the occurrence of an Event of Default or at any time thereafter. In addition upon the occurrence of any Event of Default, Bank, at its option, may irrevocably foreclose and may irrevocably make any or all other remedies provided in the Note, Mortgage or Rental Documents, all rights and remedies are direct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the occurrence of any of the following events, in whole or in part, as set forth below:

A. The occurrence of any of the following events which does not relate to a transfer of rights of ownership in the Property:

- A. Failure to pay and provide proof of payment of any tax, assessment, lien, insurance premium or security or account liability due date, or
- B. A transfer of a substantial part of Borrower's money or property, or
- C. Illegality of any part of the Property or any interest therein, as sold, leased or transferred by Borrower except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE."

11. EVENTS OF DEFAULT. Borrower shall be in default upon the occurrence of any of the following events or circumstances or conditions (Events of Default):

- A. Failure by any person obligated on the Obligations to make payment, when due, to Borrower, or
- B. A change of legal title of the Property, or Note, any continuation loan agreement or other loan agreement, any security agreement, mortgage, deed or other document, or any other document or instrument, or
- C. The making or forming of any lien, mortgage, deed or other document, or any other document or instrument, or
- D. The death, disposition or insolvency of the appointment of a receiver by or on behalf of the assignment for the benefit of creditors by (Obligations) or
- E. Any material breach by or on behalf of Borrower, or any one of them, or any assignee, or any one of them, or any contractor in connection with the making or forming of any lien, mortgage, deed or other document, or any other document or instrument, or
- F. Any material breach by or on behalf of Borrower, or any one of them, or any assignee, or any one of them, or any contractor in connection with the making or forming of any lien, mortgage, deed or other document, or any other document or instrument, or

12. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the occurrence of any of the following events, in whole or in part, as set forth below:

A. The occurrence of any of the following events which does not relate to a transfer of rights of ownership in the Property:

- A. Failure to pay and provide proof of payment of any tax, assessment, lien, insurance premium or security or account liability due date, or
- B. A transfer of a substantial part of Borrower's money or property, or
- C. Illegality of any part of the Property or any interest therein, as sold, leased or transferred by Borrower except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE."

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- 19 PROTECTION OF BANK'S SECURITY. Mortgagee has to perform any covenant, obligation or agreement contained in this Mortgage...
- 18 INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect...
- 17 SPECIAL INSURANCE. Mortgagee agrees to protect, maintain, defend and hold harmless Bank to the fullest extent possible by law...
- 16 WASTE. Mortgagee shall not remove or encumber the Property to or produce of, permit or suffer any waste, impairment or...
- 15 INSURANCE ON CONDOMINIUM UNIT. So long as the condominium association maintains a "master" or "blanket" or "blanket"...
- 14 INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard casualty and loss, with extended...
- 13 PROPERTY OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, taxes, water rates, other utility insurance premiums and all...
- 12 POSSESSION ON FORECLOSURE. If an action is brought to foreclose the Mortgage for all or any part of the Obligations, Mortgagee agrees that...
- 11 SPECIAL INSURANCE. Mortgagee agrees to protect, maintain, defend and hold harmless Bank to the fullest extent possible by law...
- 10 CONDITION OF PROPERTY. As to the Property, Mortgagee shall:
  - a. Keep all buildings occupied and keep all buildings, structures and improvements in good repair...
  - b. Maintain from the commission or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or...
  - c. Not cut or remove, or permit to be cut or removed, any wood or timber from the Property...
  - d. Not permit the Property to become subject to or contaminated by or with waste...
  - e. Prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

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Please return this document after recording to NEW CENTURY BANK, 2000 South Lake Street, Hawthorn, Illinois 60050. The document was prepared by NEW CENTURY BANK, 2000 South Lake Street, Hawthorn, Illinois 60050.

On the 16 day of June 1981, Charlotte DeBore, a duly public, county clerk for the County of Lake, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the day in person, and acknowledged that (her/his) signature and delivery of the instrument as (he/she) has and

OFFICIAL SEAL  
COUNTY OF LAKE  
ILLINOIS  
CHARLOTTE DEBORE  
Notary Public, State of Illinois  
My Commission Expires 12/31/82

On the 16 day of June 1981, Patricia G. Tosto, HUSBAND OF JOHN A. TOSTO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me on the day in person, and acknowledged that (her/his) signature and delivery of the instrument as (he/she) has and

OFFICIAL SEAL  
COUNTY OF LAKE  
ILLINOIS  
PATRICIA G. TOSTO  
Notary Public, State of Illinois  
My Commission Expires 12/31/82

Signature of Patricia G. Tosto  
Signature of Charlotte DeBore  
COUNTY OF LAKE  
ILLINOIS

RENTAL:

27. ACKNOWLEDGEMENT: By the signatory(ies) below, Mortgagee acknowledges that the Mortgage has been read and agreed to and that a copy of the Mortgage has been received by the Mortgagee.
- Mortgage and Bank
- D. GOVERNING LAW: The Mortgage shall be governed by the laws of the State of Illinois, provided that such laws are not otherwise prescribed by federal laws and regulations.
  - E. COVENANTS AND VENUE: In the event of litigation, pertaining to the Mortgage, the cause shall be heard and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
  - F. SUCCESSORS: This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
  - G. NUMBER AND GENDER: Whichever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
  - H. PAROL AND HEARSAY: The headings at the beginning of each paragraph and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing the Mortgage or any part thereof.
  - I. IF HELD UNENFORCEABLE: If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

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X  
A

Property of Cook County Clerk's Office

COMMONLY KNOWN AS: 1641 HINMAN, UNIT 1, EVANSTON, ILLINOIS 60201

P.I.N. 11-18-404-020-1010

Unit 1641-1 in Hinman Church Condominium as delineated on a survey of the following described real estate: Lots 2 and 3 in Block 21 in the Village of Evanston in the Southeast fractional 1/4 of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 27261364 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

The property has neither been sold nor does it appear to be being described in Exhibit "A".

WELLS FARGO BANK  
ILLINOIS BANKING CORPORATION  
200 North LaSalle Street  
P.O. Box 772  
Morton, Illinois 60450  
(Tel. 312) 231-1100

BANK:

JOHN A. TORTO  
JOHN A. TORTO  
2013 LACONIA  
EVANSTON, ILLINOIS 60201  
Bank Branch # 281-28-0001  
MILWAUKEE OF PATRICK G. TORTO  
PATRICK G. TORTO  
2013 LACONIA  
EVANSTON, ILLINOIS 60201  
Social Security # 281-28-0001  
WIFE OF JOHN A. TORTO

HORTGADOR:

THIS DOCUMENT "A" is returned to its sender in full with a part of that certain Mortgage (Charge) dated June 16, 1988, by and between the following parties:

EXHIBIT "A"

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