UNOFF

CONSTRUCTION LOAN MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

CITICORP® SAVINGS

THIS MORTGAGE to node this	23rd day of Au	igust	19 90 by and between	
Ronald W. Keller & Jacqueline	. C. Keller, his	FERRE Wife		· · · · · · · · · · · · · · · · · · ·
रस्युक्तमास्त्रास	: र,शश्चा :		. بنيا بلد هو، منه هند سه يهي يون بنيا به جو جو هو هو هو يون يون يون ويون ا	

Partnership of Merteneror a and Citicorp Savings of Illinois, A Federal Savings and Loan Association, or its successors and assigns a Mortgange a

WITNESSETH:

THAL WHEREAS, Moreover reconcentrate between the executed and delivered a construction loan note bearing even date DOLLARS (\$ 180,000,00-----, made parable to the order of the Mortgagee in and by which the Mortgagor promises to pay (1) any additional advances and escreas, with interest thereon as provided in the Note, made by the Mortgagee to protect the security berein fer, at any diversition the release and cancellation of this Mortgage, and (2) the principal sum and interest thereon at the rate and at the times and up sunts as provided in the Note, to be applied first to advances and escrows, then to interest, and the balance to principal until the indestedness is paid in full. All of the principal and interest are made payable at such place as the holders of the Note than their tente to time an actuing designate, and in the absence of such designation, then at the office of CITICORP SAVINGS OF ILLINOIS, of beago, Illinois

NOW, THEREFORE, the Mortgagor to secule (a) the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this Mortgage; (b) the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and (c) ne performance of the covenants and agreements of Mortgagor or its beneficharies contained in a Construction Loan Agreement ("Construction Loan Agreement") among Mortgagee, Mortgagor and certain other parties thereto, dated of even date herewith, or contain a recontent agreements or covenants executed by the Mortgagor or its beneficiaries relating to the loan secured hereby, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these present. MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and the city of Homewool. interest therein, situate, lying and being in-______ County of Cook

(SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF)

more commonly known as 3 Riegel Oaks Lane, Homewood, IL and having the real estate index muniperis). 32-05-311-030-0000 which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenance thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled there's which are Pledged primarily and an a paory with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and wast to sessiones and ranges, currant fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment of articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water light, power sprinkler protection, waste removal, retrigeration (whether single units or centrally controlled), and ventilation, including without limitation all washing machines clothes divers, waste disposal units, attached tank, ducts, automatic dishwashers, and radio and a bussion acrasis, it being understood that the enumeration of any specific articles of property shall in no wase exclude on be held to exclude any items of property not specifically mentioned. All of the land, estate and property heremabove described total personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and aff rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a chereby conveyed and mortgaged are intended so to be as a finit and are hereby understood, agreed and declared to form a and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage beened to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of Biog. 165. part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby

uses herein set firth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of

Box 165

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1. Disbursement of Loan Proceeds for Construction of Improvements.

The proceeds of the loan hereby secured are in whole or in part intended to finance construction of improvements. Mortgagor to other covenants and agrees that

- The improvements to be erected, aftered or remodeled on the Premises shall be completed in accordance with the plans and specifications deposited with Morteagee.
- there shall be no stoppage of construction for a period longer than thirty (30) days, except for matters beyond the reasonable control of Mortgagor.
- 17. If you want said construction said! be completed not later than the date set forth in the Construction Loan Agreement.
- (d) Upon default in any of the covenants in (a), (b) or (c), the Mortgagee may (but need not) exercise either or both of the following remedies
 - (i) Declare the crisic pracipal indebtodiess of the Note and interest thereon due and payable; and
 - Complete the construction alteration or remodeling of said improvements and enter into the necessary contracts therefor Alteriories accessed to said be additional indebtedness secured by this Mortgage, and any moneys expended in excess of the Note, half be parable on do maid, with interest at the Default Rate as set forth in the Note.
- The construction of said improvements is and will be in compliance with all governmental regulations and restrictions and with all zoning and midding laws and ordinance of the municipality in which the Premises are located and with all building restrictions of record, and Mortgagor will furnish substactory evidence to Mortgagor of such compliance, and
- The proceeds of the loan secured hereby are to be dishursed by Mortgagee to Mortgagor in accordance with the provisions contained in one of more of the the application for loan, the commitment for loan, and (iii) the Construction Loan Agreement. Said application, commitment and Construction Loan Agreement are hereinafter collectively referred to as "Loan Agreement". All advances and indebtedness arising and accruing ander the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Noire, shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this Mortgage and the occurrence of any event of default under said Loan Agreement shall constitute a default under this Mortgage entitling Mortgage et oall of the rights and remedies conferred upon the Mortgagee by the terms of this Mortgage (including those set forth in subplicograph (d) of this paragraph 1) or by law, as in the case of any other default.

2. Payment of Principal and Interest.

Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evicenced by the Note, any prepayment and late charges provided in the Note and all other sums owing under the Note, the Loan Agreement or this Mortgage, or secured by this Mortgage

3. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.

Mortgagor shall (a) promptly repair restore or rebuild any buildings or improvements now or hereafter on the Premises which more become dimaged or be destroyed, the keep the Premises in good condition and repair, without waste and free from mechanics' liens or other liens or claims for liens not expressly subordinated to the lien hereof, (c) pay when due any indebtedness which may be secured by a lien or charge in the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee (d) complete within a reasonable time any building or buildings new or at any time in process of erection upon the Premises, reacomply with all requirements of law, municipal ordinances or restrictions of record with respect to the Premises and the use thereof, (t) not suffer or permit change in the general nature of the occupancy of the Premises, without Mortgagee's written consent, (g) not initiate or acquiesce in zoning reclassification, without Mortgagee's written consent; the not suffer or permit any unlawful use of or any nuisance to exist upon the Premises; (i) not diminish or impair the value of the Premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act; (j) appear in and defend

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any prospective of paid by the voltage and prospective or prospective or prospective or paid by the voltage of any prospective or period of paid by the voltage of any prospective or period of without prospective or period of the voltage of any of the improvements apparatus of entire or equipment now or hereafter upon the Premases that a side as against the first fer of any fight, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be found in or upon the Premases, that any change in the nature of character of the operation of the Premases which will increase the intensity of the use thereof, or (iv) a change or alteration of the exterior and interior structural arrangement of any improvements on the Premises, including without financial any change or alteration of any walls, rooms or halls

4. Sale or Transfer of Premises or Interest Therein.

Mortgagor agrees and understands that it shall constitute an event of default under this Mortgagor and the Note entitling the remedies in the Mortgagor and Note to be exercised it can the Mortgagor, or any beneficiary of the Mortgagor, shall convey title to, or beneficial inferest in an otherwise safter or period any equitable or beneficial inferest in the Premises to become vested in any period of period and contract or period and entitle of than the Mortgagor or the present beneficiary or beneficiaries, the any safter safter that it is a first period and period or the beneficial inferest in the Premises other than the lien of this Mortgagor excluding taxes and assess entered and contract in the Premises are entered into, or (d) any partnership interest in Mortgagor (it Mortgagor is a partnership or in any partnership owning all or a portion of the beneficial interest in Mortgagor is a corporation), or in any corporation owning all or a portion of the Premises are Nortgagor is a corporation), or in any corporation owning all or a portion of the Premises and Mortgagor is a corporation), or in any corporation owning all or a portion of the Premises in Mortgagor is conveyed, transferred, or hypothecated, in whole or in part

5. Hazard Insurance

Mortgagor shall keep all buildings and improvements now existing or hereafter elected on the Premises insured by carriers at all times satisfactory to Mortgagee against less by tire, hazards included within the term "Extended coverage", rent loss and such other hazards: casualties, habilities and contingencies as Mortgagee shall require and in such amounts and for such periods as Mortgagee shall require and as more fully detailed in his Loan Agreement. All premiums on insurance policies shall be paid, at Mortgagee's option, in the manner provided under paragraph to hereof, or by Mortgagor making payment, when due, directly to the carrier or in such other manner as Mortgagee may designed in writing.

All insurance policies and renewals thereof shall be in a form a certable to Mortgagee and shall include a standard mortgage clause in taxor of and in form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and Mortgagor shall promptly farmen to Mortgagee all renewal notices and all occipts of paid perfumes. At least thirty (30) days prior to the expiration date of a policy. Mortgagor shall deliver to Mortgagee a tenewal policy in term satisfactory to Mortgagee.

In the event of loss, Mortgagor shall give immediate written notice to the inscionce carrier and to Mortgagor Mortgagor hereby authorizes and empowers Mortgagor as attorney-in-fact for Mortgagor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear to and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct theretion. Mortgagor's expenses incurred in the collection of such proceeds, provided however that nothing contained in this paragraph shall require Mortgagor to incur any expense or take any action hereunder. Mortgagor further authorizes Mortgagor, at Mortgagors option (a) to hold the balance of such proceeds to be used to reimburse Mortgagor for the cost of reconstruction or repair of the Premises or thir to apply the balance of such proceeds in the payment of the sums secured by this Mortgage, whether or not then due

If the instraince proceeds are held by Mortgagee to reimburse Mortgagor for the costs of restoration and repair of the Premises, the Premises shall be restore, to the equivalent of its original condition or such other condition as Mortgagee may approve in writing Mortgagee may at its option, condition disbursement of said proceeds on Mortgagee's approval of such plans, one specifications of acceptance satisfactory to Mortgagee, contractor's construction estimates, architect's certificates, waivers of liens, sworn statements of nechanics and materialmen and such other evidence of costs, percentage completion of construction, approach on of payments, and satisfaction of bens as Mortgagee may reasonably require. If the insurance proceeds are applied to the payment of the sams secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in the Note of change the amounts of such installments. If the Premises is sold or Mortgagee acquires title to the Premises, Mortgagee shall have all of the right, title and interest of Mortgager in and to any insurance policies and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Premises prior to such salir or acquisition

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Some the applicable law on to a center waver by Mortgagee. Mortgager shall pay to Mortgagee on the day monthly installating properties and the content of the Note for on another day designated in writing by Mortgagee), antil the Note is a content of the applicable of the Note for the yearly taxes and assessments which may be levied on the Properties of the bottle of the other fire and other hazard insurance, rem loss of the bottle insurance concerns the Properties as Mortgagee may require pursuant to paragraph 5 hereof; and (d) the content assessments and bills and casonable estimates thereof. Any waiver by Mortgagee of a requirement that Mortgager particle had now be revoked by Mortgagee, in Mortgagee's sole discretion, at any time upon notice in writing to Mortgagor. Most and a require Mortgagor to pay to Mortgagee, in advance, such other Funds for other taxes, charges, promisms, assessments and one second of the positions as connection with Mortgagor or the Promises which Mortgagee shall reasonably deem necessary to protect Most vices amonds decreased by Mortgage in a lump sum of in periodic installments, at Mortgagee may require funds for Other Impositions. Unless otherwise provided by applicable law, Mortgagee may require funds for the positions to be paid by Mortgage in a lump sum of in periodic installments, at Mortgagee's option. Failure of Mortgagor to pay we of the aforested monthly deposits after they are due shall be an event of default under this Mortgage, in which even a content this Mortgage may be immediately exercised by the Mortgagee.

It is not early behalf by Mortgagee and Mortgagee shall apply the Funds to pay said rents, taxes, assessments, insurance premierates and Other Europeanums so long as Mortgager is not in breach of any covenant or agreement in this Mortgage or any of the other Foan Documents. Fortgagee shall make no charge for so holding and applying the Funds, for analyzing said account or certifying and compiling said assessments and bills, unless Mortgagee pays Mortgagor interest, earnings or profits on the Funds. Mortgagee shall give to Mortgagor, without charge in animal accounting of the Funds in Mortgagee's normal format showing credits and debits to the Funds and the purps so for which each debit to the Funds was made. The Funds are hereby pledged as additional security for the sums secured by the Mortgage.

If the amount of the Funds held by Mortgagee at the time of the annual accounting shall exceed the amount deemed necessary by Mortgagee to provide for the payment of taxes, issussments, insurance premiums, rents and Other Impositions, as they fall due, such excess shall be at Mortgagee's option, either primply repaid or credited to Mortgagor on the next monthly installment or installments of funds due. If at any time the amount of the runds held by Mortgagee shall be less than the amount deemed necessary by Mortgagee to pay taxes, assessments, insurance premiums, reits and Other Impositions as they fall due, Mortgagor shall pay to Mortgagor my amount necessary as reasonably determined by Mortgagee, to make up the deticiency within ten (10) days after notice from Mortgagee to Mortgagor requesting payment thereof.

I pen Mertgagor's breach of any covenant or agreement in this Mortgage, Mortgagee may apply, in any amount and in any order as Mortgagee shall determine, in Mortgagee's sole discretion, any Eur's held by Mortgagee at the time of application (i) to pay rents taxes assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Mortgage. Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly reland to Mortgagor any Funds held by Mortgagee.

7. Prepayment Privilege.

At such time as the Mortgagor's not in detault either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions set forth in the Note.

8. Effect of Extensions of Time.

If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be teleased, all per on new or at any time hereafter hable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their hability and the hen and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mottgagee, notwithstanding such extension, variation or release.

9. Mortgagee's Performance of Defaulted Acts.

In case of default berein. Mortgagee may but need not, make any payment or perform any act herein required of Mortgager in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or

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anciest to product another of the and partial strange confronts of attempt as the or other prior lien or title or claim thereof or redicen, to many any areast contenting the lightness against aging the or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and not other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to a on account of any default on the part of Mortgagor.

10. Acceleration of Indebtedness.

It has the Mortgagor shall tail to pay when due any sums secured by this Mortgage in accordance with the terms of the Note; by the Mortgagor or its beneficiary shall tile a perition in voluntary bankruptcy under the United States Bankruptcy Code or any smallar low state or federal or an answer admitting insolvency or mability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as bereinafter provided, to the Mortgagor or its beneficiary shall be adjudicated a subscript or a trastector a receiver shall be appointed for the Mortgagor or its beneficiary or for all of its property or the major part the rast or low and proceeding or any court shall have taken jurisdiction of the property of the Mortgagor or its beneficiary and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or offerwaye stayed within ten (10) days, (d) the Mortgagor or its beneficiary shall make an assignment for the benefit of Creditors, or shall admit in writing its mability to pay its debts generally as they become due, or shall consent to the appointment of a receiver of rarger or liquidator of all of its property or the major part thereof; or ter default shall be made in the due observance or performance of any other of the covenants, agreements or conditions in the Note. Loan Agreement or herein contained and the same shall continue for three (3) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Nortgagor, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor, with all such impaid organist thereafter accruing at the default rate of interest as provided in the Note.

11. Remedies Cumulative,

trach remedy provided in this Mortgage is distinct or cumulative to all other rights or remedies under the Mortgage or afterded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

12. Assignment of Rents and Leases.

To norther secure the indebtedness secured hereby. Mortgagor hereby absolutely and unconditionally sells, assigns and transfers to Mortgagee all the terms assign and profits now due and which may bereafter become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Premises, it being intended by Mortgagor and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Mortgagor bereby authorizes Mortgagee to collect the aforesaid rents, issue, and profits and hereby directors of lessee of the Premises to pay such rents to Mortgagee, provided, however, prior to any breach by Mortgagor of any covenant or agreement in this Mortgage, Mortgagor shall collect and rectors its uses and profits of the Premises as trustee for the benefit of Mortgagee and Mortgagor, and shall apply all such rents, issues and profits so collected to the sums secured by this Mortgage.

The Mortgagor hereby covenants that (a) Mortgagor has not executed any prior assignment of soid ents; and (b) Mortgagor has not performed, and will not perform any acts, and has not executed, and will not execute any instrument which would prevent Mortgagee from exercising its rights hereunder; and (c) Mortgagor has not collected and will not collect reats of the Premises for more than one institlinent in advance. Mortgagor further covenants that it will execute and deliver to Mortgagee all future leases upon all or any part of the Premises and all such further assurances and assignments in the Premises as Mortgagee may from time to turn respect.

13. Observance of Lease Assignment.

In the event the Mortgagor, as additional security for the payment of the indebtedness described in and secured hereby, sells, to the Mortgagor is to the Mortgagor, its successors and assigns, any interest of the Mortgagor as lessor in any lease or leases, the Mortgagor expressly covenants and agrees that if the lessee or any of the lessees under said lease or leases so assigned, or the Mortgagor, as lessor therein, shall tail to perform and fulfill any term, covenant, condition or provision in said lease or leases, at the times and in the manner in said lease or leases provided, or if Mortgagor shall suffer or permit to occur any breach or default of under the provisions of any assignment of any lease or leases of the Premises given as additional security for the payment of the midebtedness secured hereby and such default shall continue for three (3) days, then and in any such event, such breach or default

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shall constitute a telanit neterinder to harmonic or the stort layer. Individual to be no his Mortgagor, all unpaid indebtedness secured by this Mortgage shall provide and me and thing to the your mentions the storage to the contrary, become due and payable as in the case of other detailts.

14. Lender's Possession.

Upon Mortgagor's breach of any covenant or agreement in this Mortgage, and upon demand of Mortgagee, Mortgagor shall surrender and Mortgagee may enter upon and take and maintain full control of the Premises in order to perform all acts necessary and appropriate for the operation and maintenance thereof.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or hability under any leases, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all hability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof. Should the Mortgagee mean any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and the Mortgagee therefor immediately upon demand.

15. Application of Income Received by Mortgagee.

The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 12 hereof shall have full power to use and apply the renter issues and profits of the Premises to the payment of or on account of the following in such order as the Mortgagee may determine

- (a) to the payment of the operation expenses of said property, including cost of management and leaving thereof, established lines for damages of any and promine on insurance hereinabove authorized;
- (b) to the payment of taxes and special asses ments now due or which may hereafter become due on the Premises;
- (c) to the payment of all repairs, decorating, removals replacements, alterations, additions, betterments, and improvements of said Premises, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable, and
- (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

16. Appointment of Receiver.

Upon or at any time after the filing of a complaint to foreclose this Mongago, the court in which such complaint is filed may appoint a receiver of the Premises and the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, if page as well as during any further times when Mortgagor, 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 usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

17. Uniform Commercial Code Security Agreement.

This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any or the items specified above as part of the Premises, which, under applicable faw, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor bereby grants Mortgaged a security interest in said items. Mortgagor agrees that Mortgaged may file this Mortgaged or a reproduction hereof in the real estate records or other appropriate index, as a financing statement for any of the items, specified above as part of the Premises. Any reproduction of this Mortgage or of any other security agreement or financing statement, shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgaged, upon Mortgaged's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Mortgaged may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgaged may reasonably require. Without the prior written consent of Mortgagor, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interests in said items, including replacements and additions thereo. Upon Mortgagor's breach of any covenant or agreement

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Some the Mark and Mark and Mark and Mark and Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided above as part of the Premises separately or together and in any order whatsoever, cannot see a said attention of the Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

18. Mortgagee's Right of Inspection.

Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose

19. Late Charge.

In the exent the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is a circuit. Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delitequent payments, provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

20. Condemnation.

Mortgages hereby assens transfers and sets over to Mortgages the entire proceeds of any award or any claim for damages for any of the Protocol of datases to note the power of entired domain or by condemnation. Mortgages may elect to apply the proceed of the award upon or in reduction of the indebtedness secured hereby, whether this or not, or to require Mortgagor to restore or rebuild, in which event the proceed shall be held by Mortgages and used to reinburse Mortgagor for the cost of the rebuilding or restoring of building or improvements on said Premises, in accordance with plans and specifications to be submitted to and approved by Mortgages. In the event Mortgagor is required or authorized, by Mortgages's election as aforesaid to rebuild or restore, use proceeds of the award shall be paid out in the same mainer as is provided in paragraph 6 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restorang. Mortgagor shall pay such cost in excess of the award, before being entitled to reinbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgages, be applied on account of the indebtedness secured hereby, or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, all ortgages shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds for if Mortgagor then has no such election, at the first succeeding state on which Mortgagor could so elect) to repay the indebtedness in accordance with the terms of the Note secured hereby.

21. Release upon Payment and Discharge of Mortgagor's Obligations.

Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution at such release

22. Giving of Notice.

Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail, postage prepaid, addressed to the Mortgagor at 19040 Riegel Road, Homewood, IL or to the Mortgagee, at its principal office in Chicago, Illinois, to the attention of the office of the manager in charge of residential rehabilitation loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice shall constitute service of notice hereunder. Any notice given shall be deemed given on the date the same is deposited in the United States mail.

23. Waiver of Defense.

No action for the enforcement of the hen or of any provision hereof shall be subject to any defense which would not be good and available to the party interprising same in an action at law upon the Note hereby secured.

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24. Waiver of Statutory Right OFFICIAL COPY

Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws", now existing or hereatter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Premises marshalled upon any foreclosure of the lien nereor and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHT OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSI ANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTAIL, IF ANY, AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STAILTES.

25. Mortgagee's Lien for Service Charges and Expenses.

At all times, regardless of whether any loan proceeds have been dishursed, this Mortgage secures (in addition to any loan proceeds dishursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commissions issued in connection with this transaction.

26. Construction Mortgage.

This Mortgage secures an obligation incurred for rehabilitation/construction on the Premises, and, therefore, constitutes a "construction mortgage" within the mean no of Section 9-313(1)(c) of the Illinois Uniform Commercial Code.

27. Binding on Successors and Assigns.

The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from tim, to time, of the Note secured hereby.

28. Captions.

The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof

IN WITNESS WHEREOF, Mortgagor has executed this Construction Loan Mortgage, Assignment of Rents and Security Agreement on the day and year first above written.

(Individuals)	MORTGAGOR: CULT Silly Ronald W. Keller Acquelese Cycler Jacqueline C. Keller
(Corporation)	A(n) corporation
	By:
ATTEST:	9 <u>0</u>
Secretary	₽

Property of Cook County Clerk's Office

(Partnership)	UNOF	FICIAL	COPY	7
		Ву:		Partnershij
		-		
		General p	artner(s), on behalf of	the atoresaid Partnership.
STATE OF ILLINOIS) , SS			
COUNTY OF COOK	•			
hereby certify that Flo	eta Mayer brach w Keller foregoing instrument, appe unioness choothers own fre	ared before me this di	ersonally known to may in person and ackn	County and State aforesaid, do e to be the same person whose owledged that (hexshe) signed es therein set forth.
GIVEN under my hand	d and notarial sect, this	18 th day o	ir Supt.	. 19 90.
	C		Notary Public	dinda may
My Commission Expires:	OFFICIAL SEAL LINDA PIAVER MOTARY PURILIC STATE OF THY COPYMBRICH EMP. AMR.		K,	
STATE OF ILLINOIS	j SS.		C	
COUNTY OF COOK	•			
t. hereby certify that name is subscribed to the found delivered the said instru	Lincto Wayer Juaque link Kell oregoing instrument, appea iment as this when own fre	, a Notary ! UC P ared before me this da e and voluntary act, for	Public in and nor the Cersonally known to not by in person and acknown the uses and purpose the uses and purpose	County and State aforesaid, do to be the same person whose wiedged that the Asher signed as therein set forth.

GIVEN under my hand and notarial seal, this

day of Sept. 10-70.

Notary Public Sinda Mayer

My Commission Expires

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OF

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COUNTY OF LOOK UNOFFICIAL COPY

· · · · · · · · · · · · · · · · · · ·	a Notary Public in and for the County and State aforesaid, do personally known to me to be the same person whose is subscribed to the teregoing instrument, appeared before me this day in person and acknowledged that (he)(she) signed felovered the said instrument as (his)(ther) own free and voluntary act, for the uses and purposes therein set forth.					
GIVEN under my hand and notarial seal, this	day of	, 19				
	Notan	y Public				
My Commission Expires						
SIME OF HEIMAS						
COUNTY OF SS						
I. a Notary Public	in and for the County and S	tate aforesaid, DO HEREBY				
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an Itions partnership known to me to be the		foregoing instrument, appe				
	rs(s) executed the same as (f	nis)(her)(their) free and volum	itary act for			
the uses and purposes therein set forth.						
GIVEN under my hand and Notarial Seal, this	day of	, 19 .				
	0.	OTARY PUBLIC				
	40	OTARTICOLA				
(Notary Scal)	My Commission Expire	\:				
STATE OF ILLINOIS						
, SS						
COUNTY OF COOK		4 ,				
I.	, a Notary Public in and I	for the County and State afo	resaid, DO			
HEREBY CERTIFY that						
		1/5.	:			
of said Corporation, who are personally known to me to be the say such and	same persons whose names ar	e subscribed to the toregoing	instrument			
respectively, appeared before me this day in person and acknown free and voluntary act and as the free and voluntary act the said.	wledged that they signed an of said Corporation, for the t	d delivered the said instrume uses and purposes therein set	ent as their forth; and			
then and there acknowledged that thei ishe), as custodian of t said Corporation to said instrument as (lies) their free and volu- the uses and purposes therein set forth	he corporate seal of said Cor intary act and as the free an	rporation did after the corpor d voluntary act of said Corp	wation, for			
GIVEN under my hand and Notarial Seal, this	day of	, 19 .	,06			
	Notary	Public	904627			
			•4			

My Commission Expires:

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UNOFFICA TOCOPY

LOT 2 IN KELLER'S RESUBDIVISION OF LOT 3 IN COLEMAN, O'DONNELL AND KELLER'S RIEGEL OAKS BEING A RESUBDIVISION OF COLEMAN, O'DONNELL AND KELLER'S RIEGEL OAKS, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED SEPTEMBER 28, 1984 AS DOCUMENT 27275079.

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90462727

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