

REAL PROPERTY MORTGAGE

90513608

Ref.No.: 3910008377

Bridge

MORTGAGEE: CitiBank, Federal Savings Bank
One South Dearborn Street, Chicago, Illinois 60603

MORTGAGOR(S): John C. Foster Jr.
Virginia K. Foster
10813 South Sangamon
Chicago, IL 60643
LOAN DATE: October 15, 1990
TOTAL OF PAYMENTS: \$ 43,365.00
AMOUNT OF LOAN: \$ 41,300.00
DATE OF MATURITY AND FINAL PAYMENT DUE: April 16, 1991

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned Mortgagor(s) named above (hereinafter called Mortgagors) have become justly indebted to the company named above (hereinafter called the Mortgagee) in the amount shown above as Amount of Loan together with interest thereon at 10.0000 % per annum and lawful charges in and evidenced by a promissory note of even date herewith, in and by which said note the Mortgagors promise to pay the Amount of Loan together with interest and lawful charges in one or more instalments, and whereas, said Mortgagors are desirous of securing the prompt payment of said note at the time and in the manner specified therein.

NOW, THEREFORE, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said Mortgagors have bargained and sold, and do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Cook County and State of Illinois, to-wit:

LOT 122 IN SHELDON HEIGHTS NORTH WEST 3RD ADDITION, A SUBDIVISION OF THE WEST 5/8 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, EXCEPT THE SOUTH 174 FEET THEREOF, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 10813 South Sangamon, Chicago, Illinois 60643 . DEPT-01 RECORDING \$13.00

P.I.N. No.: 25-17-428-012 . T45555 TRAN 7933 10/19/90 15:22:00

TOGETHER WITH all the improvements, tenements, easements, fixtures, and appurtenances thereto, belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

HEREBY releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois and hereby warranting said real estate free from all encumbrances and against any adverse claims other than the lien of ad valorem taxes for the current tax year and a mortgage in favor of N/A (if none, so state).

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and its assigns forever, and for the purpose of further securing the payment of said promissory note, Mortgagors do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said Mortgagee may at its option, pay off the same; all amounts so expended by said Mortgagee shall become a debt to said Mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest at the rate provided for in the promissory note from date of payment by said Mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if said Mortgagors pay said note and reimburse said Mortgagee for any amounts it may have expended as taxes, assessments or other charges and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said Mortgagee, or in the payment of said note, or any part thereof, or the interest thereon, or any part thereof, at the time and in the manner specified therein for the payment thereof, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or of its assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events the whole of the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages. If all or any part of the Property is sold or transferred without the express written consent of the Mortgagee Mortgagee may at its sole option, declare all sums secured by this Mortgage to be immediately due and payable. However, the option shall not be exercised by Mortgagee if exercise is not authorized by Federal Law. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificate, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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Upon the Filing of Any Bill or Suit to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person, receiver with power to collect the rents, issues and profits arising out of said premises during pendency of such foreclosure suit and until the time to redeem the same from any sale that may be made under any decree or judgment foreclosing this mortgage shall expire; and such rents, issues and profits, when collected, may be applied toward the payment of the indebtedness and costs therein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises and reasonable attorneys' or solicitors' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid to principal of said note whether due and payable by the terms thereof or not, and the interest thereon. The overplus, if any, on reasonable request shall be paid to the Mortgagees, and it shall not be the duty of the purchaser at such sale to see to the application of the purchase money.

WITNESS our hands and seals on this day of **October 15, 1990.**

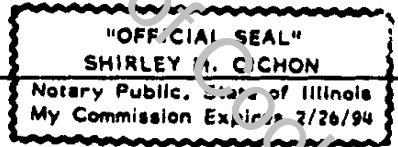
John C. Foster Jr. (Seal)
Borrower **John C. Foster Jr.**
State of Illinois }
County of _____ } SS

Virginia K. Foster (Seal)
Borrower **Virginia K. Foster**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **John C. Foster Jr.**, **Virginia K. Foster**, personally known to me to be the same person 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 free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of October, 1990

Shirley M. Cichon
Notary Public



Commission Expires: _____

*HIS WIFE

Deputy Cook County Clerk's Office

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