

10. "Liabilities" means any and all liabilities... for payment of any and all amounts due under the Note...

11. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal...

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage...

13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings...

14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice...

15. No action for the enforcement of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

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

17. If the Mortgagor renders payment in full of all Liabilities secured by this Mortgage, then Mortgagee agrees to release the lien of this Mortgage...

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor...

19. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee...

20. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to give effect and valid under applicable law...

WITNESS the hand, S and seal, S of Mortgagor the day and year set forth above.

552898255

Marc Craig Smith
Mary T. Nicolau
As Trustee Under Trust Agreement
Dated ... 19...
AND NOT PERSONALLY

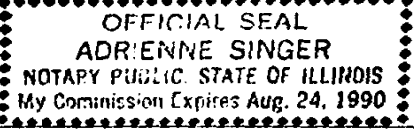
DEPT-01 RECORDING \$14.00
4267 # -90-198255
COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, Adrienne Singer a Notary Public in and for said county and state, do hereby certify that Marc Craig Smith and Mary T. Nicolau, husband and wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument...

My Commission Expires: August 24, 1990 Adrienne Singer Notary Public

STATE OF ILLINOIS)
COUNTY OF) SS



I, a Notary Public in and for said county and state, do hereby certify that of

and of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts...

My Commission Expires: Notary Public

90198255

UNOFFICIAL COPY

STATE OF ILLINOIS

SS

COUNTY OF _____

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____
of _____, and _____
_____ of said corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such _____ and _____
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free
and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ did also
then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said
corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19_____.

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office
901388255