HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE This Indenture Witnesseth: That the undersigned, TO HERITAGE COUNTY BANK AND TRUST CO.,

an !!!inois Corporation* and MERITAGE TRUST COMPANY, an !!!inois/, a Corporation**
*State of Illinois

evisting under and by virtue of the laws of the . . **State of Illinois not personally but as Truste under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated *September 2, 1983 *2437
**April 24, 1990 and known as trust number. **90-3974 berein referred to as the

Mortgagor, does hereby Mortgage and convey to

First Savings and Loan Association of South Holland

a corporation organised and existing under the laws of the State of Illinois, hereignther referred to as the Mortgages, the following

LEGAL CONTAINED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

As to Parcel I only As to Parcel II only

72-58-2000 92-5000

COLUMN STREET

COK COUNTY, ILL INDIF FILED FOR RECORD

198 4 22 9 2 23

THIS INSTRUMENT WAS PREPARED BY: R. A. GILLAGHER FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH MOLLAND 475 E. 162nd St., South Holland, II. 60473

TOGETHER with all buildings, improvements, fixtures or appurturate as now or hereafter created thereon, including all apparatus, equipment fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, rentilation or otherwise and any other hing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including sorous, venetian billade, window shades, starm doors and windows, floor coverings, sereen doors. In-a-door beds, awaings, stores and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); at also together with all esseements and the resis, issues and profes of said real estate whether physically attached thereto or not); at also together with all esseements and the resis, issues and profes of the Mortgages under the physical assigned, transferred at a set over until the Mortgages under the power herein granted to it; the long the late of the physical and the resis, issues and profits on a parity with said real estate and not secondarily and such plade; shell not be deemed marged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the flore, gree of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before, or after the releases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues are profits regardless of when carned and use such measures whether legal or equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercises all powers ordinary incident to absolute the sof, employ renting agancies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercises all powers ordinary incident to absolute to

TO HAVE AND TO HOLD the said property, with said buildings, Improvements, fixtures, apparatus and equipment unto said Mortgages forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive. TO SECURE:

1. The payment of a note executed and delivered concurrently and of even date herewith by the Mortgagor to the Mortgagoe in the sum of

Dollars (\$160.000,00)

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

LOAN NO. 14604-4.0

BOX 67

Property of Cook County Clerk's Office

BOX 67 FIRST SAVINGS & LOAN ASSOC. OF SO. HOLLAND 475 East 162nd Street South Holland, Illinois 60473

A. THE MORTGAGOR LUNGOFFICIAL 2GOPY

- (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof;
- (2) To pay, unless theretofore paid by the Mortgages out of reserves withheld for that purpose, each annual general real estate tax when the first installment thereof is due and payable and to pay immediately when due and payable all special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the-monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgages, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement.
- said property shall be conclusively deemed valid for the purposes of this requirement.

 (3) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorms and such other hazards, including liability under laws relating to intextesting liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such responsible company or companies, and in such form as shall be satisfactory to the Mortgagee until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption, (sums accrued in anticipation of renewal premiums on insurance pursuant to the terms of said note, shall be applied in payment of such premium); such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's, Sheriff's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder, and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgager from making all income.

 (4) To complete within a reasonable time any buildings or improvements now or at any time in process of arection upon said premises;
- (5) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or leavelyed unless the Mortgagee in its sole discretion, which discretion is hereby granted it, elects to apply the proceeds of any last race covering such destruction or damage, on the indebtedness secured hereby;
- (6) To keep said there in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of lien not expressly subortanted to the lien hereof;
- (7) Not to suffer or perm to suy unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to set;
 - (8) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (8) Not to suffer or permit, without the written permission of the Mortgages being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, describing, removal or sale of any improvements, apparatus, apparenances, fixtures or equipment now or hereafter upon said property, (a) a purchase on conditional sale, lesse or agreement and it which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property;
- (10) That if any person, for the purpose of further securing the payment of the mortgage indebtedness, shall procure contracts of insurance upon his life or disability insurance for loss of time by accidental injury or sickness, such contracts making the Mortgagee assignee or payes there inder, then to pay the premiums thereon as and when the same become due (sums accrued in reserves in anticipation of such reserves in antici
- (11) To appear in and defend any proceeding which in he opinion of Mortgagee affects its security hereunder, and to pay all costs, expenses and attorneys' fees incurred or paid by Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.
 - (12) CONTINUNED ON RIDER ATTACHED HERETO AND MADE A PART HEREOF:

B. THE MORTGAGOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the covenants helden, the Mortgages may do on the Mortgager's behalf everything so convenanted; that the mortgages may also do any act it may do an moreover to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagor for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lovely to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing for mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obtained the Mortgages to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgages to advance any moneys for any purpose nor to the any set hereunder; and that Mortgages shall not incur any personal that Mortgages and the statement of the construction of the second of the second
- (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor or to his successors in title, at the date hereof or at a later date, including any scaling of advances which the Mortgage may make in accordance with the terms hereof, plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security, and costs incurred in connection herewith, and for the purpose of paying insurance premiums as herein provided;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagoe may, without notice to the Mortgagor, deal with such successor successors in increat with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbeat to me or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor here-under or upon the debt hereby secured;
- (4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagoe is hereby sutherised and empowered, at the epties and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagoe hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagoe to the Mortgagor, and each Mortgagoe may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises emmasse without offering the several parts separately; separately;
- (5) That upon the commencement of any foreciosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, place the Mortgagee in possession or appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said premises during the pandancy of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such possession or receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if the Mortgagee shall be placed in possession or a receiver shall be appointed said Mortgagee or such receiver shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of said, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said, premises shall be nullified by any order placing the Mortgagee in possession or by the appointment or entry in possession of a receiver but said Mortgagee or such receiver may elect to terminate any lease junior to the lien hereof; and upon foreciosure of said premises there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 14 per centum (142) per annum, which may be paid or incurred by or on behalf of the Mortgagee for attor

08-1-8 (T)M -o.V mno?l

C	GIVEN under my hand and Notarial Seal, this 25th day of horizon expires "OFFICIAL SEAL" My commission expires "OFFICIAL SEAL" Wy Commission Expires Dec. 7, 1993
*	as Trustee as aforesaid, for the uses and purposes therein set forth; and the said in Agki sight of the seal of said the corresponding to said sain the corresponding to the foreign of the corresponding to said instrument as his own free and yoluntary act and said company. Is Trustee as aloneously, is Trustee as aloneously, is Trustee as aloneously, is Trustee as aloneously.
	of the same whose names are unbecribed to the foregoing instrument as any account account another and the foregoing and the parameters are said as a series of the they algorithm as a series of the foregoing as the said self-manual accounts as the said self-manual sel
	sent of inwoind allanoused sus odw , quas mad biss to visitation
	HERITACE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITACE COUNTY BANK & TRUST CO.
	DO HEREBY CERTIFY THAT Cynchia T. Sikora, Vice
	THE UNDERSIGNED, a Polary Public in and for said county, in the State aforesaid,
	STATE OF ILLINOIS ASSIBLANCE
	President
	Vienostag son bina binacotte na sompte l'ac
	HERILYCE IERCEL COMBYNA COULCESCOR IERCEE TO HERILYCE COUNTY BANK & TRUST CO.
	Secretary, this
	algned by its President, and its corporate seal to be hereunto affixed and attester to by its President, and its corporate seal to be hereunto affixed and attester to by its
	enforce the personal liability (I the guarantor, if any, II will but as Trustee as aforesaid, has caused these presents to be
	(9) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of the Mortgagor of the power and authority to vicinity in the sale of the undersigned man and vested in it as and it as a surface of the mortgagor of the mortgag
Jo	(8) That is the event the Mentager shall convey be supportation who was not, at the date of execution of this mortgage, one of the beneficiaries of the trast in parameter of the mortgage, one of the beneficiaries of the trast is pursuance of which this mortgage is executed, or is the event that any hencificiary of said trust disherphant the mortgage shall satisfy on convey his beneficial interest in and trust (other has fine the mortgage shall subsequently sail, assign or convey his beneficial interest in and trust (other has fine the mortgage) of execution hence the convey his beneficial interest in the mortgage of execution hence) or convey his beneficial interest in the mortgage of execution hence) or environment in the mortgaged property, then and in any such event, unless the date of execution hereof so vested with a legal or beneficial interest in the happening therefore the mortgaged property, then and in any such event, unless the date of execution hereof so vested with a legal powered, at its option and without she iten hereby event, unless the mortgage therefore the mortgaged property, then and in any such event, unless the date of execution hereby in the happening therefore the interest of the mortgaged property, then and in any such event, unless that the Mortgage is the option and without sheet in the mortgaged property. The more with the mortgaged property, then any such event, unless the same shall be authorized and empowered, at its option and without affecting the lien hereby immediately due and payable.
	(7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee is concurrently therein or by law conferred, and may be enforced concurrently thereafier in any manner affect the right Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to requires, to enforce performance of the same or any other of said covenants; that wherever the context of the inquires, the masculine gender, as used herein, shall include the singular number, as used herein, shall include the encessors fact of the successors and easigns of the Mortgagee; and the successors, continuate the Mortgagee; and the successors, successors and easigns of the Mortgagee; and the power herein mentioned may be exercised as often as occasion therefor arises.
	(6) In case the mortgaged property, or any part thereof ahall be taken by condemnation, the Mortgages is hereby smpowered to collect and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgages as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged;

commission; of (c) preparation for the case of the following in the sent of the constant of the constant of the constant of the following as of the following the control of the proceeding, which might affect the proceeding, there incloses whether due and the proceeding, the proceeding, the proceeding the proceeding, the proceeding the proceeding the proceeding the proceeding the process whether due the militaring the process whether the parties included to the fine time of such asie, and the overplus, if any, shall be paid to the Mortgagor, and the purchase money;

90236492

THIS MORTGAGE is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this in it is used.), and it is expressly understood an agreed the nothing herein or in said note contained shall be construed as creating any like hitty of the undersigned personally to pay the fail note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any soveraint either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgages and by every personally are concerned, the legal helder or holders of said note and that so far as the undersigned and its successors personally are concerned, the legal helder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to	be
signed by itsVice President, and its corporate seal to be hereunto affixed and attested to by its .Assistant	
Secretary, this	
HERITAGE TRUST COMPANY Trustee in aforesaid and not personally	• > •
ATTEST ASSISTANT Borrets	
STATE OF ILLINOIS	UŢ
COUNTY OFCOOK	
I,	riđ,
DO HEREBY CERTIFY THAT Cynthia T. Sikora: Vice, President of the HERITAGE TRUST COMPANY	Ъ÷
	••
and Lean .P Fritton , . Assistant Secretary of said Company, who are personally known to :	M6
to be the same persons whose names are subscribed to the foregring instrument as such	nt,
andApa in part Secretary, respectively, appeared between this day in person and acknowledged that they signs sealed and delivered the said instrument as their own free and voluntary er, and as the free and voluntary act of said Compar	nd, 1y,
as Trustee as aforesaid, for the uses and purposes therein set forth; and the soldAssistant Sacretary then a there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary e.g. of said Company, as Trustee as aforesa for the uses and purposes therein set forth.	ny :
GIVEN under my hand and Notarial Seal, this 25th day of	D.,
Ay, en a Land	• •
My commission expires	•
RECORD RESIDENCE	
Notary Public State of Minois	
A TANADA TO THE PARTY OF THE PA	

90236492

Property of Cook County Clerk's Office FIRST SAVINGS & LUAN ASSOC OF SO. HOLLAND South Holland, Iffinois 60473 475 East 162nd Street

RIDER CONSISTING OF TWO PAGES, ATTACHED TO MORTGAGE DATED APRIL 25, 1990 EXECUTED BY HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE COUNTY BANK & TRUST CO., AS TRUSTEE* AND HERITAGE TRUST COMPANY, AS TRUSTEE* UNDER TRUST AGREEMENT DATED *SEPTEMBER 2, 1983/**APRIL 24, 1990 AND KNOWN AS TRUST NO.*2437/**90-3974.

A. THE MORTGAGOR COVENANTS: (CON'T)

- The Mortgagor covenants that in order to provide for the payment of taxes, to pay out of the Trust Estate aforesaid, monthly in addition to the payment of principal and interest, one-twelfth of the annual real estate taxes as estimated by the Holder of the Note so as to provide funds for the payment of the current year's tax obligation on the last day of each such year during the term of the Note. The undersigned promises further to pay out of the Trust Estate aforesaid, monthly a pro rata share of all assessments, future hazard insurance premiums, premiums on account of life, accident, disability, or sickness insurance under any such policies of insurance assigned or payable to the Holder of the Note as additional security for the payment thereof, and any other charges that may accrue against the property securing the indebtedness. If the amount so estimated and paid shall prove to be insufficient to pay said taxes, insurance, assessments and other charges the undersigned promises to pay out of the Trust Estate aforesaid, the difference upon demand. It is agreed that all such payments shall, without earnings, be carried in a borrower's tax and insurance account and applied by the Holder of the Note to pay such items. Sich sums so held are hereby pledged, together with any other account of the undersigned held by the Holder of the Note, to further secure the indebtedness and the Holder of the Note, or any officer or agent thereof, is hereby authorized to withdraw and apply the same hereon. The Holder of the Note is further authorized to pay said items as charged or billed without further inquiry.
- (13) The Mortgagor covenants to furnish to Mortgagee, upon Mortgagee's written request, a sworn itemized statement of the most recent annual income and expenses pertaining to the mortgaged premises, such statement to be furnished within sixty (60) days after the date of such request.
- (14) The Mortgagor covenants that the Mortgages shill have the right, upon reasonable notice, to inspect the mortgaged premises at all reasonable times, and access thereto shall be permitted for that purpose.

B. THE MORTGAGOR FURTHER COVENANTS: (CON'T)

- (10) In the event the mortgagor shall further encumber the mortgaged property in any amount, then if the same shall be done, it shall constitute a default under the Mortgage.
- (11) The undersigned represents and agrees that this Hortgage, and the Note secured thereby, is to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Sec. 6404 (1) (c) of Chapter 17 of the Illinois Revised Statutes.
- (12) Mortgagor hereby covenants and agrees that, so long as this Mortgage and the Note secured hereby remain outstanding, the mortgaged premises shall continue to be occupied and used as rental apartment units and any change in the use of the mortgaged premises, without Mortgagee's prior written consent, shall constitute a default hereunder, and thereupon Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable.

Proberty of County Clerk's Office

RIDER CONSISTING OF TWO PAGES, ATTACHED TO MORTGAGE DATED APRIL 25, 1990 EXECUTED BY HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE COUNTY BANK & TRUST CO., AS TRUSTEE* AND HERITAGE TRUST COMPANY, AS TRUSTEE* UNDER TRUST AGREEMENT DATED *SEPTEMBER 2, 1983/**APRIL 24, 1990 AND KNOWN AS TRUST NO. *2437/**90-3974

(13) Before releasing this Mortgage, the Mortagee or its Successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE, AS TRUSTEE AS AFORESAID

AND NOT PERSONALLY

Vice President

ATTEST:

Assistant Secretary (SEAL)

HERITAGE TRUST COMPANY, AS TRUSTEE AFORESAID, AND NOT PERSONALLY

BY Vice President

ATTEST:

nt Sect

Of Column Clark's Office

Property or Coot County Clert's Office

EXHIBIT "A"

PARCEL I:

LOTS 1 AND 2 IN BLOCK 21 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND, A SUBDIVISION OF THE EAST 1316 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT ANTEX NO: 30 07 405 034 0000 PROPERTY ADDRESS: 723-725 SIBLEY BLVD., CALUMET CITY, IL. 60409

ALSO

PARCEL II:

LOTS 10 AND 11 IN BLOCK 24 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND, A SUBDIVISION OF THE EAST 1316 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION (7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE OLAND 30., CALUME. THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NOS: 30 07 404 010 0000 AND 30 07 404 011 0000 PROPERTY ADDRESS: 751~753 SIBLEY PAVD., CALUMET CITY, IL. 60409

Property of County Clerk's Office