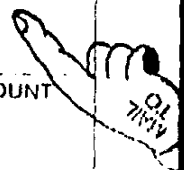


***MANUFACTURERS AFFILIATED TRUST COMPANY MORTGAGE**
 SUCCESSOR TRUSTEE TO AFFILIATED BANK/WESTERN NATIONAL

DATE OF MORTGAGE	MATURITY DATE	AMOUNT OF MORTGAGE	FUTURE ADVANCE AMOUNT
August 6, 1990	August 10, 1995	\$7560.00	-0-

NAME AND ADDRESS OF MORTGAGOR
 FORMERLY KNOWN AS
 * Western National Bank of Cicero, as Trustee
 under Trust Number 9701 and not individually
 5801 Cermak Rd.
 Cicero, Illinois 60650

NAME AND ADDRESS OF MORTGAGEE
 Aetna Finance Company d/b/a
 111 Financial Services
 6555 Willowsprings Rd
 Countryside, Illinois 60525



WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount shown above, together with interest thereon, does by these presents mortgage ~~and~~ ~~convey~~ ~~and~~ ~~grant~~ ~~unto~~ mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Illinois, to wit:

Lot 12 and Lot 13 (Except the west 8 inches of the North 84 Feet Thereof) in Block 1 in join Cudde's Second Addition to Chicago a Subdivision in the Southeast 1/4 of Section 28, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois.

P.I.T.N. : 16-28-425-003 and 16-28-425-031

Property Address: 5125 W 30th Street, Cicero, Illinois

DLPT-01 RECORDING \$14.25
 T21111 TRAR 3650 08/13/90 13156106
 3029 : A * - 90 - 523212
 COOK COUNTY RECORDER

This mortgage shall also secure advances by the Mortgagee in an amount not to exceed the amount shown above as Future Advance Amount Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storm, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions and uses herein set forth.
 The mortgagor hereby covenants that the mortgagor is seized of a good title to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows:

A mortgage made by Ambrosia Pozok and Dragia Pozok to Second Federal Savings and Loan Association to secure a Note in the amount of \$42,700.00, which mortgage was recorded December 11, 1979 as Document Number 25277229.

and the mortgagor will ~~keep~~ defend the same to the mortgagee against all claims whatsoever PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms thereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and taxed together without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against the mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with insurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether do or not, or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee (1) to pay the indebtedness hereby secured, (2) to keep the mortgaged premises in good tenantable condition and repair, (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage, (4) not to commit waste or suffer waste to be committed on the mortgaged premises, and (5) not to do any act which shall impair the value of the mortgage premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may on its part cure such defaults, and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the maximum legal rate allowed by Illinois statute and form a lien upon the real estate described herein.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

Mortgagor hereby waives all rights to possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commencement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period, and may order such rents issued and profits when so collected, be applied first to the receivership expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of sale, or in reduction of the redemption money if said premises be redeemed as prescribed by law.

Mortgagor agrees to pay all expenses and disbursements paid or incurred in behalf of mortgagee in connection with the foreclosure hereof including, without limitation, reasonable attorney's fees, abstracting or title insurance fees, outlays for documentary evidence and all similar expenses or disbursements. All such expenses and disbursements shall be an additional lien upon the mortgaged premises, shall be taxes as costs and included in any decree that may be rendered in such foreclosure proceeding.

If mortgagor is an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

Handwritten signature or initials at the bottom left.

UNOFFICIAL COPY

All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors, and assigns of the mortgagor, and shall inure to the benefit of the mortgagee, the mortgagee's successors, and assigns. Any provisions hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.

The mortgagor shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the indebtedness hereby secured, and even though said prior liens have been released of record, the repayment of the indebtedness hereby secured shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

Any award of damages under condemnation for injury to, or taking of, any part of said mortgaged premises is hereby assigned to mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

IN WITNESS WHEREOF, this mortgage has been executed and delivered this 6th day of August, 19 90

Signed and sealed in the presence of:
Christopher [Signature]

MORTGAGOR(S):
Ambrozis Pozek (Seal)

Ambrozis Pozek
(type name)
Dragica Pozek (Seal)

Dragica Pozek
(type name)

(type name)

** SEE ATTACHED RIDER FOR TRUSTEE'S SIGNATORY **

(type name)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS)
County of _____) ss.

Personally came before me this 6th day of August, 19 90, the above named Ambrozis Pozek and Dragica Pozek, jointly, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as his (her or their) free and voluntary act, for the uses and purposes therein set forth.



John E. Kramolisch
Notary Public, Cook County, Illinois
My Commission expires 8/2/93

CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
County of _____) ss.

Personally came before me this 6th day of August, 19 90, _____ President and _____ Secretary, of the above named corporation, to be known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the free and voluntary deed of such corporation, by its authority, for the uses and purposes therein set forth.

Notary Public, _____ County, Illinois
My Commission expires _____

THIS INSTRUMENT WAS DRAFTED BY Kenneth Nannini, 421 Madison Street, Maywood, IL, 60153

No. _____
MORTGAGE
_____ to _____
State of _____) ss. No. _____
County)
This instrument was filed for record in the
Recorder's office of _____ A.D. 19 _____
County aforesaid, on the _____ day of _____
at _____ o'clock _____ M., and recorded in
Book _____ of _____ on page _____
Recorder. _____

90393212

90393212

UNOFFICIAL COPY

This order is attached to a mortgage loan to A.P.S.A. FINANCE COMPANY d/b/a
ITT FINANCIAL SERVICES - 6555 Willowspring Road, Countryside, IL 60525
Re \$7,560.00 Dtd August 10, 1990 P/A 0125 W. 930th Street, Cicero, IL

Ambrozia Pozek & Dragica Pozek-----
This Document is signed by Manufacturers Affiliated Trust Company, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

MANUFACTURERS AFFILIATED TRUST COMPANY, TRUSTEE
Under Trust Number 9701 and Dated 3-15-1971
and not individually.

By: Carol Ann Weber

Its: Second Vice President - Carol Ann Weber

ATTEST:

By: Rosemarie J. Baran

Its: Land Trust officer - Rosemarie J. Baran

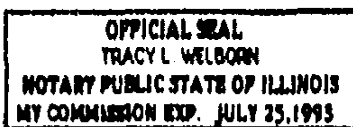
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

90393212

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named officers of the MANUFACTURERS AFFILIATED TRUST COMPANY, a Corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth and said attesting officer, as custodian of the corporate seal of said instrument pursuant to authority, given by the Board of Directors of said Corporation, as the voluntary act and as the free and voluntary act of said Corporation for the uses and purposes, therein set forth.

Given under my hand and Notarial Seal this 10th day of August, 1990

Tracy J. Welborn
NOTARY PUBLIC



UNOFFICIAL COPY

Property of Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

MA. SOMMERICH DIR. JULY 7, 1982
NOTARY PUBLIC STATE OF ILLINOIS
KAREN L. WELSH
JAN 24 1982