

Mail to:

EDGEWOOD BANK, AS TRUSTEE
UNDER TRUST AGREEMENT #430 AND DATED
6-28-90, 1023 W. 55TH STREET
COUNTRYSIDE, IL 60525

REAL ESTATE MORTGAGE
This instrument was prepared by
(Name) EDGEWOOD BANK
(Address) 1023 W. 55TH STREET, COUNTRYSIDE, IL 60525

EDGEWOOD BANK
1023 W. 55TH STREET, COUNTRYSIDE, IL 60525
MORTGAGEE

MORTGAGOR
*r includes each mortgagor above. "You" means the mortgagee, its successors and assigns. 90394181

REAL ESTATE MORTGAGE: For value received, the undersigned, EDGEWOOD BANK
individually, but as Trustee of Trust No. 430 dated JUNE 28, 1990, not a part hereof.
and warrant to you to secure the payment of the secured debt described below, on JULY 31, 1990
estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and
fixtures (all called the "property").

PROPERTY ADDRESS: 3221 ELM AVENUE, BROOKFIELD, Illinois 60513
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:

LOT 29 IN BLOCK 9 IN BROOKFIELD MANOR, BEING A SUBDIVISION OF THE NORTH
EAST 1/4 (EXCEPT THE RIGHT OF WAY OF THE SUBURBAN RAILROAD) IN SECTION
34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 15-34-208-008-0000

located in COOK County, Illinois.

TITLE: The undersigned covenants and warrants title to the property, except for encumbrances of record, municipal and
zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and
agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this
mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

- []
- [X] Future Advances: All amounts owed under the above agreement are secured even though not all amounts may
yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority
to the same extent as if made on the date this mortgage is executed.
- [X] Revolving credit loan agreement dated JULY 31, 1990 with initial interest rate of 10.50 %. All amounts owed
under this agreement are secured even though not all amounts may yet be advanced. Future advances under the
agreement are contemplated and will be secured and will have priority to the same extent as if made on the date
this mortgage is executed.

The above obligation is due and payable on JULY 31, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:
~~SEVENTY-FIVE THOUSAND DOLLARS EVEN~~ Dollars (\$ 75,000.00), plus interest, plus any disbursements
made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

[X] Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that
obligation.

[] A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this
mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described
below and signed by me.

[] Commercial [] Construction []

SIGNATURE: EDGEWOOD BANK, as Trustee as aforesaid, and not personally, dated 6/28/90.

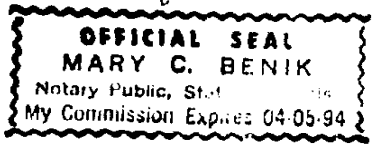
By: Constance Malinquit Trust Officer or Vice President
Mary A. Pucc Assistant Secretary Assistant Trust Officer

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT the above named
Trust Officer or Vice President and Assistant Secretary of EDGEWOOD BANK, as Trustee as
aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
Trust Officer or Vice President and Assistant Secretary respectively, 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 Trustee, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant
Secretary, as custodian of the corporate seal of said Trustee, caused the corporate seal of said Trustee to be affixed to said
instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Trustee, as
Trustee as aforesaid, for the uses and purposes therein set forth.

19 90 GIVEN under my hand and Notarial Seal this 2nd day of August

Notary Public Mary C. Benik



THIS INSTRUMENT IS CONTROLLED BY THE EDGEWOOD BANK, NOT RECORDED
BUT HELD AS TRUSTEE. UNDER THE PROVISIONS OF A DEED OR INSTRUMENT
THIS SHALL BE DEEMED AND BELONGED TO THE EDGEWOOD BANK IN
PERFORMANCE OF A TRUST AGREEMENT, DATED 6/28/90, AND
KNOWN AS TRUST NO. 430 IN THE EXTENT OF THE POWER AND
AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE. ALL THE
TERMS, PROVISIONS, STIPULATIONS, COVENANTS AND CONDITIONS TO BE
PERFORMED HEREUNDER (WHETHER OR NOT THE SAME ARE EXPRESSED IN
THESE COVENANTS, PROMISES OR AGREEMENTS) BY THE EDGEWOOD BANK ARE
UNDERTAKEN BY IT SOLELY AS TRUSTEE, AS AFORESAID, AND NOT INDIVIDUALLY
AND NO PERSONAL LIABILITY SHALL BE INCURRED OR BE ENFORCEABLE
AGAINST THE EDGEWOOD BANK BY REASON OF ANY OF THE TERMS, PROVISIONS,
STIPULATIONS, COVENANTS AND CONDITIONS CONTAINED IN THIS INSTRUMENT.

72607906100

not a part hereof
13.00

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UNOFFICIAL COPY

COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award of claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other change in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Exoneration provisions restricting
any liability of Edgewood Bank
affixed hereto, hereby expressly
made a part hereof.

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