This mortgage made and entered into this 16th day of July , 1991 by and between Jose A. Treviso and Martha A. Treviso, his wife and Regina Treviso, a Spinster (hereinafter referred to as mortgagor) and Metropolitan Bank & Trust an Tilinois banking corporation, (hereinafter referred to as mortgage, who maintains an office and place of business 2201 West Cermak Road, Chicago, Illinois . 60608

WITHESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgages, his successors and assigns, all of the following described property situated and being in the County of Cook , State of Illinois

Lot 31 in Subdivision of the West 1/2 of the South East 1/4 of the North East 1/4 of the South West 1/4 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded December 26, 1889 as document number 1202755, in Cook County, Illinois.

Commonly Known as: 3645 South Hoyne, Chicago, Illinois 60609 Ox COO+ (

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Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditament, and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issue and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgages and the suggestions in interest of the mortgages forever in fee simple or such other estate, if any, as is stated harein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestrap exemption laws of the State of Illinois.

The mortgagor covenants that he is lawfully selzed and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

payment of a promiseory note, Jose A Treviso and Martha A Treviso, spinster This instrument is given to secure (1) the payment of a dated July 16, 1991in the principal sum of \$ 12,186.72 , signed by Jose A. Treviso a find Regil in behalf of Jose A. Treviso & Martha A. Treviso in the repayment of any future advance, with interest thereon, made by mortgagee prior to release of this mortgage, which advance is evidenced by a promissory note or quaranty of a promissory note stating that it is sequent

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hereby.

- 1. The mortgagor covenants and agrees as follows:
- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner provided therein.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the mortgages.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgages for the collection of any of all of the indebtedness hereby secured, or foreclosure by mortgages's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reason(b); incurred in any other way shall also be paid by the mortgagor.
- d. For better securicy of the indebtedness hereby secured, upon the request of the mortgages, its successors or as igns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions. improvements, or betterments made to the property hereinabove described and all property acquired by him after the date hereof (all in form satisfactory to mortgages). Furthermore, should mortgage fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgager hereby agrees to permit mortgages to cure such default, but mortgages is not obligated to do so; and such savances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of ruck type or types and in such amounts as the mortgages may from time to time require on the typrovements now or hereafter on said property, and will pay promptly when due any premiums thereof all insurance shall be carried in companies acceptable to mortgages and the policies and renewals thereof shall be held by mortgages and have attached thereto loss payable clauses in favor of ruck is form acceptable to the mortgages. In event of loss, mortgager will give immediate noting in writing to mortgages, and mortgages may make proof of loss if not made promptly by mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgages instead of to mortgager and mortgages jointly, and the insurance receeds, or any part thereof, may be applied by mortgages at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damages or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgager in and to any insurance policies then in force shall pass to the purchaser or mortgages or, at the option of the mortgages, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgager to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgages may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

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- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgages; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgages, who may apply the same to payment of the installments last due under said note, and mortgages is hereby suthorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgages riall have the right to inspect the mortgaged premises at any reasonable time.
- 1. He has not used Hazurious Materials, including, without limitation, any flammable explosives, radioactive materials, increadous materials, hazardous wastes, hazardous or toxic substances or related materials defined in any federal, state or local governmental law, ordinance, rule or regulation, on, from reffecting the premises in any manner which violates federal, state or local laws, ordinance, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinament, handling, production or disposal of Hazardous Materials, and that, to the best of his knowledge, no prior owner of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations of holicies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.
- m. He has never received any notice of any notice of any violetions of federal, state or local laws, ordinances, rules, regulations or policies governing the ups, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of his knowledge, there have been no actions commenced or chreatened by any party for noncompliance;
- n. He shall deliver to mortgagee the Disclosure Document in accordance with section 4 of the Illinois Responsible Property Transfer Act (hereinafter called "Act") on or before the date hereof, if required to do so under the Act.
- o. He shall keep or cause the premises to be kept free of Hazardous Materials, and, without limiting the foregoing, he shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall be cause or permit, as a result of any intentional or unintentional act or emission on his part, or on the part of any tenant, subtenant or occupant, a release of Mazardous Materials onto the premises or onto any other property.

p. He shall:

(i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of

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Mortgages, and in accordance with the orders and directives of all federal, state and local governmental authorities; and

- (ii) defend, indemnify and hold harmless mortgagee, its umployees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (A) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials; and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laberatory fees, court costs, and litigation expenses.
- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shill terminate the mortgager's right to possession, use, and enjoyment of the property, at the option of the mortgages or his assigns (it being agreed that the mortgager shall have such right until default). Upon any such default, the mortgages shall become the owner of all of the ren's and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This i streams shall operate as an assignment of any rentals on said property to that extent.
- 3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgages or assigns, regardless of the maturity, and the mortgages or his assigns are before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgages all rights of appraisement) pursuant to the laws of the State of Illicals governing the disposition of said property.
- 4. The proceeds of any sale of said property in accordance with the proceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenser incurred by the mortgages for the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by ca'd promissory note, the mortgages will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 5. In the event the mortgagor fails to pay any Faderal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgages is hereby authorized at his option to pay the same. Any sums so paid by the mortgages shall be added to and become a part of the principal amount of the indebtedness evidenced by said promissory note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shell discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.

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- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 8. We waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee

IN WITHESS WHEREOF, the mortgager has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

> Martha A. Treviso Regina Treviso

(Add Appropriate Acknowledgaurt)

I, Margaret A. Bryski

A Notary Public in and for and residing in said county, in the State aforesaid, DO HEREBY CERTIFY THAT Jose A. Treviso a/k/a Joe A. Treviso, Mr. Ca A. Treviso and Regina Treviso who are personally known to me to be the same person I whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the sald Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 16th day of July

Prepared By/Return To:

This comment prepared by ADDESENA MEREDA us y West Carmak Unicego, Illinois 60608

OFFICIAL SEAL THIGARET A. BRYSKI BRY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 8/6/94

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