This mortgage was prepared by:

David Getachew-Smith

133 Peachtree St., N.E.

Atlanta, Georgia 30303

#### MORTGAGE

THIS MORTGAGE, made as of the 21st day of May, 1991, between KEITH . FOXX and NANCY L. FOXX, husband and wife, presently residing at 215 Brookston Drive, Schaumburg, Illinois 60193, hereinafter referred to as "Mortgagors," and GEORGIA-PACIFIC CORPORATION, a corporation, located at 133 Peachtree Street, N.E., Atlanta, Georgia 30303, hereinafter referred to as "Mortgagee."

#### WITNESSETH:

Mortgagors for and in consideration of the sum of EIGHTEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT and 42/100 Dollars (\$18,688.42) to them paid by Mortgagee do hereby grant, bargain, sell and convey unto Mortgagee and its assigns those certain premises situated in the County of Cook, State of Illinois, described as follows:

Unit No. 5-11-121-L-D-2 Together with a perpetual and exclusive easement in and to garage unit no. G5-11-121-L-D-2 as delineated on a plat of survey of a parcel of land being part of the south west 1/4 of the South West 1/4 (Except the south 1/2) of section 24, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

9127.857

3127785

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues, and profits therefrom and any and all fixtures upon said premises at the time of execution of this Mortgage or at any time during the term of this Mortgage.

AO HAVE AND TO HOLD the said premises with the appurtenances anto Mortgagee and its assigns forever.

This conveyance is intended as a Mortgage to secure the payment of the sum of RIGHTEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT and 42/100 Dollars (\$18,688.42) in accordance with the terms of that certain Promissory Note of which the following is substantially a copy, to wit:

#### PROMISSORY NOTE

\$18,688.42

May 21, 1991

Upon demand, or on May 21, 1992, whichever occurs first, the undersigned, jointly and severally, promise to pay to the order of GEORGIA-PACIFIC CORPORATION, at Atlanta, Georgia, the sum of EIGHTEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT and 42/100 Dollars, (\$18,688.42) with interest thereon at the rate of Ten Percent (10%) per annum from November 21, 1991 until paid. If this Note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is

filed hereon, also promise to pay holder's reasonable attorney's fees as fixed by the court in any action or suit brought hereon and any appeals therefrom.

/s/	KEITH	A	_EOXX
/s/	NANCY	L.	FOXX

This Mortgage is further conditioned upon the faithful observance by Mortgagors of the following covenants hereby expressly entered into by Mortgagors, to wit:

That they are lawfully seized of the premises and have a valid and unencumbered fee simple title thereto, subject to:

A First Mortgage with Fireman's Fund Mortgage Co., dated December 29, 1986 in the amount of \$67,000.00 and that they will forever warrant and defend the same eqainst the claims and demands of all persons knomsoever, except as above stated;

that they will pay the Promissory Note when the same becomes due;

that so long as this Mortgage remains in force they will keep and perform all of their obligations under the First Mortgage with Fireman's Fund Mortgage Co., above referenced, and will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the premises when fue and payable, according to law, and before the same become delinquent and will further pay and satisfy any mechanic's liens or other encumbrances that might by operation of law or otherwise become a lien upon the premises superior to the lien of this Mortgage; and

that they will keep all the improvements erected on the premises in good order and repair and will not commit or suffer any waste of the premises and that so long as this Mortgage will remain in force will keep the buildings now erected thereon insured against

loss or damage by fire to their full insurable value and have Mortgagee added as an additional loss payee subject to the prior interest of the State of Illinois and furnish a certificate thereof and any renewal upon demand of Mortgagee.

NOW, THEREFORE, if Mortgagors shall pay the Promissory Note and fully satisfy and comply with the covenants above set forth, then this conveyance shall be void, but otherwise shall remain in full force and virtue as a Mortgage to secure the payment of such Promissory Note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any default in making any payment provided for in such Note when the same becomes due and payable or to perform any agreement herein contained shall give the Mortgagee the option to declare the whole amount due on such note or unpaid thereon or on this Mortgage, at once due and payable and this Mortgage may then be foreclosed at any time thereafter. If Mortgagors shall fail to pay any taxes or other charges or any lien or insurance premium as here'n required to be done, Mortgagee shall have the option to pay the same and any payment so made shall be added to and become a part of che debt secured by this Mortgage and draw interest at the rate of Ten Percent (10%) per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to foreclose this Mortgage, the Court shall, upon motion of the holder of the Mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of the premises and apply such rents and profits to the payment and satisfaction of the amount due under this Mortgage after deducting all proper charges and expenses attending the execution of such Trust.

In the event of suit or action being instituted to foreclose this Mortgage, Mortgagers and their assigns shall pay such sum as the Court shall consider reasonable as attorney's fees in such suit or action or any appeals therefrom for the benefit of Plaintiff in addition to the cost and disbursements provided by statute.

IN WITNESS WHEREOF, Mortgagors have hereunto set their hands and seals as of the day and year first above written.

KEITH A. FOXX

NANCY I. MOXX

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Witness

STATE OF ) ) ss.			
COUNTY OF )			
On this 25 day of Miny . 1991, before			
me, a Notary Public for said county and state, the within			
named $\frac{f_{4} - f_{5} - f_{5} - f_{5}}{f_{5} - f_{5} - f_{5}}$ and $\frac{f_{4} - f_{5} - f_{5}}{f_{5} - f_{5}}$ .			
to me known to be the identical persons described in and who			
executed the within instrument, and acknowledged to me that they			
executed the same freely and voluntarily for the uses and			
purposes therein named.			
IN TESTIMONY WHEREOF, I have hereunto set my hand and			

official seal the day and year first hereinabove written.

THEODORE C. PAINE

THEODORE C. PAINE

THEODORE C. PAINE

Ofary Public for 5

My Commission Expires: C3:10-94

9127785

THEODORE C. MANNE
THEODORE
THE