MTG-I

91300111

JUNIOR MORTGAGE

THIS JUNIOR MORTGAGE, is given on JUNE 8, 1991. The Mortgagor is ROBERT M. CARROLL AND SHIRLEY JEAN CARROLL, HUSBAND AND WIFE, (Mortgagor) and CITY OF BERWYN which is organized and existing under the laws of STATE OF ILLINOIS and whose address is 6700 26TH STREET BERWYN, ILLINOIS 29 60402 (Mortgagee).

WITNESSETH:

#4137 # B *-91-300111 COOK COUNTY RECORDER

Whereas, Mortgagor is justly indebted to the Mortgagee upon a Note dated JUNE 8, 1991 (said Note, all renewals and extensions thereof, and any additional notes hereinafter collectively referred to as "Note"), in the principal sum of FIFTY-TWO-THOUSAND-FIVE-HUNDRED-AND-NO/100(\$52,500.00), payable to the order of and delivered to the Mortgagee, in and by which Note Mortgagor promises to pay the said principal sum from the date hereof with interest at the rate set forth in the Note, and all of said principal and interest are made payable at the office of the BERWYN DEVELOPMENT CORPORATION in BERWYN, Illinois;

NOW, THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest on said note, and all indebtedness of Mortgagor to the Mortgagee, whether now existing or hereafter incurred in accordance with the terms, provisions and limitations of said Note and this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release, alien, warrant and convey unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situated, in the CITY OF BERWYN AND VILLAGE OF WESTCHESTER, County of COOK, in the State of Illinois, to-wit:

91300111

PARCEL 1:

LOT 5 IN BLOCK 4 IN GROH AND CHRISTIAN'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 33 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 283 AND THE SOUTHWESTERLY 1/2 OF VACATED ALLEY LYING NORTHEAST AND ADJACENT TO LOT 283 AND THE WEST 1/2 OF VACATED ALLEY LYING EAST OF AND ADJACENT TO LOT 283 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-30-204-005 (PARCEL 1) CKA: 6537 W. CERMAK RD., BERWYN, IL 60402 15-21-110-009 (PARCEL 2) 1303 PORTSMOUTH, WESTCHESTER, IL 60153

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TO THE LIEN OF A MORTGAGE OF EVEN RECORDED AS DOCUMENT NO. 9130010 SUBORDINATE THIS

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-V.) THIS JUNIOR Monthback. To given on June 8, 1949. The Montpagor is RUBERT M. CARROLL that without team before, nucleand the Wilke, and CARROLL and CARROLL that without a condentage white of cutter to an experience above to by 10 Smith \$1886), URRECT. LLIMOLOGY 60402 (Mortgague).

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PARCEL 2

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which, with the property hereinafter described, is referred to herein as the "premises."

Together with all improvements, tenements, easements, fixtures, coal, mineral rights and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

To have and to hold the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

- 1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) resp said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upor request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in the process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alternations in said premises except as required by law or municipal ordinance.
- 2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises vnen due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges of liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event.

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2. Marroup relations over any nonalty attaches all depends takes. Sand shall pay under the respect to the same service of the pay under the respective assessments, water charges, sawer service control of the charges and shall pay writher a value, or over the marroup additional interpretations. The prevent attaches the contest of the charges, the charges the contest of the payer and saversment which Mortgagor may the manner product to statute, the dealers to assessment which Mortgagor may the to and well of a statute.

3. In this seem to the searchment affer this date of any law of Illinois deduction from the vilus of the purpose of taxation lary lies thereon, an increasing the level of the payment of the whole or any part of the taxes of the carrier required to be paid by Mtrtgagger or the chargens of the taxation of moregages or depth to be any marked as the Mortgages or depth is the by marked of care, so as to diffect this mortgage or the moment of colour of care, so as to diffect this mortgage or the secured hereby or the holder thereof. then any such event,

the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if, in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

- If, by the laws of the United States of America or of any State 4. having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pry such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition or any tax on the issuance of the note secured
- 5. At such time as the Mortgage is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.
- 6. Mortgagor shall keep all quildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm 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, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver menewal policies not less than ten (10) days prior to the respective dates of expiration.
- In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments C of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture altecting said premises of contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall be come immediately due and payable without notice and with interest thereon at two percent (2.00%) greater than the rate then effective and late charges due under the Note. In

the Martgager, and season by the Portgage, shall pay such takes or assessments, or resource the Portgages therefore provided, however, that it, in the condition of the portgages therefore provided, however, that it, in the condition of the south to enjailed to require Morthager to make such rayment of the country to the maximum amount permitted by the time than and in the event beyond the maximum amount permitted by the time had in the such event Morthages has elect, by notice in make the indebtedness secured hereby to be any event down to decise all of the indebtedness secured hereby to be any event down the giving of the indebtedness secured hereby to be any event down the giving of such buttice.

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action of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

- 8. Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. An amount equal to two (2) months taxes and insurance will be escrowed in addition to the amount necessary to pay the taxes and insurance when due. These items are called "escrow items." Mortgagee (a) estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgago any interest or earnings on the Funds.
- 9. The Mortgages making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 10. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, where due according to the terms of the Note and Guaranty. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Notes, the Guaranty, or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment or principal or interest on the Note or Guaranty, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagor herein contained.
- 11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the In any suite to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts of title, title searches and examinations, insurance policies, Torrens Certificates and similar assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at two percent (2.00%) greater than the rate then effective and late charges due under the

action of Morrgages shell never be considered as a warver or any right action of the Mortgager on the cases on a count of any derenic beneamder on the part of the Mortgager.

- 6. Sungest to applicable is or to a vilten waiver by Mortgagea, Mortgager shall car to Missione on the day montole payments are due under the Note, intil is wall to be moder to the Note, intil is as a sum if under twelfth of the last intermed to assessments which may attain priority over the last security is severed to assent a summariand of yearly that according to a vilter early last intermed and its two if yearly mortgage insurvive order ones, it and to have a count to two if morths takes and insurance will be escrewed in addition to the amount necessary to pay the takes and itsurance will be escrewed to addition to the amount necessary to pay the takes and itsurance will be escrewed to addition to the amount necessary to pay the takes and itsure earlies the holes of our earlies and resonable earlingular interest to be case, whitese an agreement is made or applicable last requires interest to be case, mortgagee shall not be required applicable last requires to be case, the funds
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Note, when paid or incurred by Mortgagee in connection with (a) proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

- The proceeds of any foreclosure sale of the premises shall be 12. distributed and applied in the following order of priority; account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Guaranty, with interest remaining unpair on the Guaranty, third, all principal and interest remaining unpaid on the Caranty; fourth, any overplus to Mortgagor, its heirs, legal representatives or assigns, as their rights may appear.
- Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency of insolvency of Mortgagor at time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to college the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.
- 14. No action for the enforcement of the lien or of any provision of hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
- The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 16. After an event of default occurs, the Mortgagor shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require

note, when pare to entred by Montages in connection with (a), any proceeding, enclosed to exceeding, enclosed to exceedings, to which the Mortgage shall be a conty, author as otherwise, claiment or defendant, by reason of this Montages or any enclosed librery secured; or the preparations of the commences of the actual of the recommendation of the secured of the preparation action actions of the detending commenced; by the commenced or the securation commenced; brokeding which reads, after the unamed suft or proceeding which reads, after the unamed suft or proceeding which reads, after the unamed suft or the accuraty hereoff.

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- 14. As aution to the enforcement of the or of jany provision hereof shall be subject to any darense which would not be good and available to the party offering used in an action at law upon the Note hereby secured.
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- 15. After an every of details rocurs, the Morraagor shall peraddically deposit with the Morraagor sonn sums as the Morraagee may reasonably require.

for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

- 17. If the payment of said indebtedness or any part hereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right to recourse against all such persons being expressly reserved by the Mortgage, notwithstanding such extension, variation or release.
- 18. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.
- 20. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of the Mortgagor, and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of the Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Code of Civil Procedure.
- 21. To keep the Property free of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. sec. 9601, et seq., (the Hazardous Materials Transportation Act), as amended (49 U.S.C. sec 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sec. 9001 et seq.), and in the regulations adopted, and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation.
- 22. The Mortgagor will not, without the prior written consent of Mortgagee, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest in the premises, or enter into an agreement for any of the foregoing, including, without limitation, a lease with an option to purchase, an installment sale agreement or a conditional sale agreement.

for payment of these and assuments on the premises. No such deposit shall bear any union eac.

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By signing below, the Mortgagor(s) accept(s) and agree(s) to the term and covenants in this Mortgage and any Rider(s) executed by Mortgagor(s) an recorded therewith.	s d
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(SEAL)
ROBERT M. CARROLL (Moftgagor)	
Miley fear Clerise (SEAL)
SHIRLEY JEAN CARROLL /// (Mortgagor)	
·	
STATE OF ILLINOIS	
COUNTY OF COOK	
COUNTY OF THE TAXABLE PROPERTY.	
T THE HUDGENIONED a Matary Dublic is and for said County in the State	_
I, THE UNDERSIGNED, a Notary Public in and for said County in the State	
aforesaid, DO HEREPY CERTIFY, that ROBERT M. CARROLL AND SHIRECY JEAN	À
CARROLL, HUSBAND AND WIFE personally known to me to be the same person(s	
whose name(s) are/is subscribed to the forgoing instrument appeared before me	8
this day in person and acknowledged that THEY signed and delivered	
the said instrument as THEIR own free and voluntary act and	
as THEIR free and voluntary act for the uses and purposes therein set forth	
do mineral property of the control o	
Given under my hand and official seal thas EIGHTH day of JUNE, 1991	
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NOTARY PUBLIC	• •
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My Commission expires: $6/14/94$	
My Commission expires:	
This instrument was prepared by: DOUGLAS JANKOVIC. INSTALLMENT LOAN OFFICER	1
BERWYN NATIONAL BANK, 7112 W. CERMAK ROAD, BERWYN, IL 60402	
/ -/	
Return recorded document to: BERWYN NATIONAL BANK, 7112 W. CERMAK ROAD	,
BERWYN, ILLINOIS 60402	

OFFICIAL SEAL

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By signing relaw, the Nortgagoris) accept(s) and agree(s) to the terms and coverance in this early each and any elder of executer by Mortgagoris; and recorded therewith.

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			(Moregagor)		ROBERT M. CARROLL
(SEAL)		Season Section	a marie I	A STATE OF THE STA	`
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This instrument was prepared by couding character instablishent loan officer. Eleant Malicula, Blod. 7012 a. Calmar Roso, BERMIN, GL BGADE (C. Calmar Roso)

Raturn Facordad decumant to: Behwin NATIONAL BANK, 7112 W. CERNAK ROAD, 98EPWIN, 115710 S. 100 100

CHETCIAL SEAL LORETTA BENES NOTARY PUBLIC STATE OF BLUNCHS INY COMMISSION EXP. JUNE 14,1994