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For Use With Note Form No. 1447 ONS REPUBLICATION OF STORY SOUR COVERNANTS, CONDITIONS AND PROVE or rectors mages the groups (1) that rings groups of the compact of the heavestable of the legional amore and related the contractor (knowledge) to each of the contractor of related the contractor of the contra 19 92 , between August 4, The medical property of the second THIS INDENTURE, made_ 92800635 ... barren IVAN BULJUBASIC and DILA BULJUBASIC, HIS WI Montpowers that profite one permits attached account of the consistence of the profite of the No. 10 Strain Land 1646 W. Juneway Terrace 60626 Section of the District of South and the Conference Chicago, rein referred to as "Mortgagors," and MICHAELT BENGLER STATE) in to resident on recording to broke out of \$33.50 ground the constitution of the second of the seco BENGLER was the authorized of all guards and GERLINDE A YELL OF 1231 C 2000 TRAN 7103 16/28/92 16:44:00 8414 Drake, Skokie, Illinois 60076 (NO. AND STREET) (CITY) (STATE) Above Space I'm Recorder's Use Only THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment rote of even date herewills, in the principal sum of THATE HUNDIAN SIXTY THOUSAND DOLLARS and no/100 said and solve the DOLLARS (5 360,000,00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st _ day of 'Smptember ______ 4210 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the other at he Mortgagee at 8414 North Drake, Skokie, all 4 60076 NOW THEREFORE, the Mortgagurs 's secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the preformed, and also in consideration of the sum of One Dollar in happy and, the receipt whereof is hereby acknowledged, do by these presents CONVIN AND WARRANT unto the Mortgagues, and the Mortgagues's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF CHICAGO COUNTY OF AND STATE OF REINOIS; to wit: and being in the _ THE WEST 25 FEET OF LOT 4 AND FLAT OF LOT 5 IN BLOCK 9 IN F.H. DOLAND SUBDIVISION OF 590 FEET EAST OF PAL ADJOINING THE WEST 175 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 29, TO WSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CHICAGO MILWAUKEE AND ST. PAUL (CHICAGO AND EVANSTON) RAILROAD, IN COOK COUNTY, IL LIN)IS. **\$28**00635 and the contract of the contra When the cliften there bereig an order will well well with the will be the start of Permanent Real Estate Index Number(s): 11-29-313-001, 11-29-313-002 7357-67 N. Ashland, Chicago, IL and 1547 W. Jarvis, Chicago, Address(cs) of Real Estate: _ TOGETHER with all improvements, lenements, easements, fixtures, and appurtenances thereto below method and all rents, issues and profits thereof for no long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parily 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, including (without restricting the foregoing), screens, which which there is an advances and water heaters. All of the foregoing are declared to be a part of said real controlled, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagoe, and the Mortgagoe's successors and assigns, forever, for the purposes, and upon the uses the forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of litural, which taid rights and benefits the Mortgagors do hereby expressly relegate, and waits. the Mortgagors do hereby expressly release and waive the Manue of a record owner is: The name of a record owner is: _ This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated licercin by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns. de carre sonde employ so en elle son Witness the hand . . and seal . . of Mortgagors the day and year first above written.

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IVAN BULLUBASIC

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DI PLEASE DILA BULJUBASIC PHINT OR TYPE NAME(S) nergy material that with additional presents and restricted to the first the first creation of the first transfer. The first reprint since data feeling of the line of the body of the second of the seco _(Scal) SIGNATURE(S) is there was bound; ease of became go in the Sate aforesaid, DO HEREBY CERTIFY that IVAN BULJUBASIC AND DILA BULJUBASIC State of Illinois, County of OPTICIAL SEAL wife DAWN HENDOLCKS THERE THE PER 17 DESCRIPTION OF THE PER 18 D The IT free and voluntary set, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. davoi davoi 1992 Given under my hand and official seal, this -Haunt Enduck Commission expires _____ Corumy 205 W. Randolph Street, Suite 1410, Chicago, IL Mail this interest to Leonard D. Litwin, 205 W. Randolph Street, 1410, (NAME AND ADDRESS)

Chicago

Chicago

TOR RECDEDER'S OFFICE BOX NO. (CITY)

CONTROL OF THE PROPERTY STREET AND ADDRESS (STATE)

TOR RECDEDER'S OFFICE BOX NO. This instrument was prepared by Leonard D. Litwin, rion with adjoint their argentialte it. Chicago of the Chicago of the property of the Mostgape named brown in the Mostgape named by the Mostgape named named by the Mostgape named Illinois server He baz reside 60606 250

Provides for (ZIP CODE)

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors 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) keep said premises in good condition and repair, without waste, and free from mechanic's 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 bereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgages; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) county with the additional process of erection upon said premises; (5) county with the additional process of erection upon said premises; (5) county with the additional process of except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special ussessments, water charges, sower service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgages duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors 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 Mortgages the payment of the whole or any part of the taxation of assessments or charges or liens herein required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages or 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, the Mortgagers, upon demand by the Mortgages, shall they such taxes or assessments, or reimburse the Mortgages (a) it might be unlawful to require Mortgages to make such payment or (b) the making of such payment might result in the imposition of interest beyond the anximum amount permitted by law, then and in such event, the Mortgages may elect, by notice in writing given to the Mortgagors, in declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the nature required by any such law. The Mortgagors further revenant to hold harmless and agree to indemnify the Mortgagors, and the Mortgagor's successors or assigns, against any liability incurred by cason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors 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 rate.
- 6. Mortgagors shall keep all build as 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 of the pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of this 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 renewal policies post less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may out need not, make any payment or perform any act hereinbefore required of Mortgagers in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or little or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection ther with, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be a much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois faw. Inaction of Mortgagee shall never be considered as a waiver of any right according to the securing on account of any default hereunder on the part of the Mortgagers.
- 8. 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 it to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgages and without notice to Mortgagors, o's unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due rud payable (a) immediately in the case of default in making nayment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be relowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on be all of Mortgagee for attorneys' fees, appraiser's fees, obilitys' for decumentary and expenses which may be paid or incurred by or on be all of Mortgagee for attorneys' fees, appraiser's fees, obilitys' for decumentary and expent evidence, senographers' charges, publication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, "ille searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgage to the reasonably necessary cities 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 little 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 little for the value of the premises. All expenditures and expenses of the nature in this paragraph, no alread this become so much additional indebtedness accured bearing to all manediately due and payable, with interest thereon at the highest release to the little paragraph and immediately due and payable, with interest thereon at the highest release to the Mortgagee in connection with (a) any proceeding, including probate and bank riptey proceedings, to which the Mortgage shall be a parity, either as plainlift, claimant or defendant, by reason of this mortgage or an in chiedness hereof; affect the premises or the security bereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on 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 fast evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors; their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filling of a complaint to foreclose this mortgage the court in which such compount is filed may afform a receiver of said premises. Such appointment may be made either before or after said, without notice, without regard to the solvency or fisolvency of Mortgagors at the 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 Mortgagors may be appointed as such receiver. Such receiver shall have ficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers while may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during his 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 wholf or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lies which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure saile; (2) the deficiency, in case of a sale, and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interpusing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Morigagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof 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 of recourse against all such persons being expressly reserved by the Mortgages, notwithstanding such extension, variation or release.
- 17. 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.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of 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.

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RIDER ATTACHED TO AND MADE A PART OF
THAT CERTAIN PURCHASE MONEY MORTGAGE
(HEREINAFTER REFERRED TO AS "MORTGAGE")
DATED AUGUST 4, 1992 MADE BY IVAN BULJUBASIC
AND DILA BULJUBASIC ("MORTGAGORS") TO MICHAEL BENGLER AND
GERLINDE BENGLER ("MORTGAGEES")

1. Rider Supplements Mortgage.

The corms of this Rider are intended to supplement the terms set force in the mortgage to which this Rider is attached. Whenever chare is a conflict, ambiguity or inconsistency in provisions of this Rider and the Mortgage, the terms of this Rider shall prevail.

2. Restrictions on Transfer.

Mortgagor shall not, without the prior written consent of Mortgagee, create, effect, contract for, consent to or permit any Prohibited Transfer. Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted or effectuated without the prior writter consent of Mortgagee shall constitute a "Prohibited Transfer":

- (1) The Premises or any part thereof of interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral; or
- (2) All or any portion of the beneficial interest or power of direction in, to or under the trust under which Mortgagor is acting, if Mortgagor is a Trustee;

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(3) Notices.

Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

In to Mortgagee: Michael Bengler and Gerlinde Bengler

8414 North Drake

Skokie, Illinois 60076

With a copy to: Leonard D. Litwin

205 W. Randolph Street, #1410

Chicago, Illinois 60606

If to Mortgagor. Ivan and Dila Buljubasic 1646 W.Juneway Terrace

Chicago, Illinois 60626

With a Copy to: Wartin E. Litwin

4001 W. Peterson Avenue Chicago, Illinois 60646

Except as otherwise specifically required herein, notice of the exercise of any right, power of option granted to Mortgagee by this Mortgage is not required to be given.

(4) Indemnity and Set-Off.

All of the indemnity and set-off provisions set forth more fully in the Note are hereby by this referenced incorporated herein.

(5) Funds For Taxes.

Mortgagor shall pay, beginning with the first payment due under the note, on the day monthly payments are due under the note, until the note is paid in full, by separate check, a sum equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this mortgage, (b) yearly leasehold payments or ground rents on the property. These are called "escrow items."

The funds shall be held in an institution whose accounts or deposits are insured or guaranteed by a Federal or State agency. Mortgagee shall apply the funds received to pay the escrow items. Interest shall not be paid to Mortgagor by Mortgagee on the funds received by Mortgagee pursuant to this provision of the Mortgage. Each year Mortgagor shall provide Mortgagee with an accounting of funds showing the receipts and disbursements from the funds deposited pursuant to this paragraph.

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These funds are pledged as additional security for the sums secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any funds held by Mortgagee.

(6) Hazard Insurance.

Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage" and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagees' approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor Cherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Mortgagee's recurity is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the tums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee, Mortgagee may use the proceeds to repair or restorate the Property or the pay sum secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments due under the note or change the amount of the payments. If the mortgagee forecloses under the provisions of the note, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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(7) Application of Payments.

All payments received by Mortgagor shall be applied: first, to late charges due under the Note; second, to amounts payable for Real Estate taxes; third, to interest due; and last, principal due.

(8) Not Released; Forebearance by Mortgagee Not a Waiver.

Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Mortgagors or Mortgagor's successors in interest. Any forebearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

(9) Successors and Assigns Brunt.

The convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Mortgagee and Mortgagor.

(10) Governing Law; Severability.

This Security Instrument shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

- (11) This mortgage is not assumable.
- (12) Mortgagor shall not have the right to place additional mortgages on the real estate secured by the Note and this Security Instrument without the prior approval of Mortgagee, which approval shall not be unreasonably withheld.

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- (13) This mortgage shall become immediately due and payable upon the occurrence of any prohibited transfer as set forth in paragraph two of this Rider set forth above or set forth in the Note.
- (14) Wherever the terms "Mortgagor" or Mortgagee" are used in this mortgage and there is more than one Mortgagor or Mortgagee, then the said terms shall be read in the plural instead of the singular.

P, signing below, Mortgagor accepts and agrees to the terms and convenants contained in the Mortgage and in any Rider(s) executed by Mortgagor and recorded with it.

EVAN BULJUBASIC

DILA BULJUBASIC

County Clerk's Offic

Subscribed to before me this the day of August, 1992.

NOTARY PUBLIC

OPPICIAL SEAL
DAWN HENDRICKS
NOTARY PUBLIC STATE OF ELLINOIS
MY CONSUSSION EXP. PER. 17,1993

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