This Mortgage is dated as of		December 16 19.91 and is between 16	PME STATE OF THE S
	. n	or personally, but as Trustee under a Trust Agreement dated	
		Elida M. Engstrom, a widow	
and NBDBank Evans	ton. N.A	Evanston	, Illinois ("Mongagee").

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1 %) percent per annum in excess of the Variable Rate Index. _One___ Wall Street Journal in the "Money Rates" column as the "Prime Rate" on the last business day of each month for the preceding business day. As used in the Note and this Mortgage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next fulling cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any part or future principal advances thereunder. In the ever: The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. Interest after Default, (defined below), or maturity of the Nova, whether by acceleration or otherwise, shall be calculated at the per annum rate 1 9) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay _One_ equal to __ all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 18%

"To Be Deleted When This Nor gage Is Not Executed By A Land Trust.

Mortgagor promises to repay all actionnts of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor shall pay to the Bank the amount due in accordance with the payment option selected below:

Monthly payment equal to the occupied interest on the Note

I Monthly payments equal to one sixticity (1.60th) of the principal balance outstanding on the Note or \$10000, whichever is greater.

The entire unpaid balance of principal and infriests on the Note, if not sooner paid, shall be due and payable on <u>Becember 16</u>, 19.96. To secure payment of the indebtedness evidence (b) the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents Courty, Warrant and Mortgage unto Mortgagee, all of Mortgagor's estate, right, title and interest

LOT 6 AND 19, TOGETHER WITH THE WEST ONE-HALF 'F THE PRIVATE ALLEY IMMEDIATELY ADJACENT TO LOT 19, IN MERRAY MWOR-WEST, A RESUBDIVISION OF LOTS 5,6,7 AND 8 (EXCEPT THE EAST 8 FEET THEREOF) IN BLOCK 15 IN HIGH RIDGE, BEING A SUBDIVISION IN THE EAST ONE-HALF OF THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE EAST-BOTS DESCRIPTION OF EAST-BOTTS (INCLIDING PARTY WALLS AND PARTY WALL RIGHTS) AND COVENANTS, EXECUTED BY THE GRANTUR. PATED WAY 12, 1955, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY. ILLINOIS, AS DOCUMENT NO. 1523995. WHICH DECLARATION IS INCORPORATED HEREIN BY REFERENCE THERETO. GRANTOR GRANTS TO THE GRANTEES. THEIR HEIRS AND ASSIGNS, AS ENSEMBNIS APPURITEMENT TO THE PROPRISES HEREBY CONVEYED, THE EASEMENTS CREATED BY SAID DECLARATION, FOR THE BENEFIT OF THE CHIEFS OF THE PARCEL OF REALTY HEREIN DESCRIBED. GRANTOR RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AS EASEMENTS APPLICATION TO THE REMAINING PARCELS DESCRIBED IN SAID DECLARATION THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID FLM INNING PARCELS DESCRIBED IN SAID DECLARATION, AND THIS CONNEYANCE IS SUBJECT TO THE EASEMENTS AND THE RIGHT OF THE GRANTOR OF GRANT SAID EASEMENTS IN THE CONNEYANCE OF SAID REMAINING PARCELS. OR ANY OF THEM, AND THE PARTIES HERETC, FOR THEMSELVES, THEIR HEIRS AND ASSIGNS. COVENNY TO BE BOULD

BY THE COVENANTS AND A	REEMENTS IN SAID DOCUMENT SET	FORTH AS COVENA	NIS ROVAINE WITH I	HE LAW.		್,೮/ ೄ
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Permanent Identification N	o: <u>14-06-209-061</u>			,		
Unbich is referred to bergin	is the "Premises" together with all it	morewements, build	lines, hereditaments.	n purienzaces. I	ess, oil, minerals,	easements

located in, on or over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply Aheat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in file cremises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Morigage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues, and profits of the Premises. including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees. as a personal convenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Morgagor cerenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed: (b) keep the Premises in good condition and repair, without waste, and, except for this Morigage, free from any encumbrances, except for prior Morigages which have been disclosed to Mortgagee, security interests, liens, mechanics liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premisest (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (It make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- Mortgagor shall pay, when due and before any penalty attaches. all general taxes, special taxes, special assessments, water taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mongagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder

of this Mongage, if the Mongager readers restructs in full of all Liabilities secured by this Mongage.

A This Morgage and all provisions hereot, shall extend to and be brinding upon Morgager and all persons or parties claiming by, under or through Morgagor and "Morgagor" when used berein shall of through Morgagor. The word "Morgagor" when the persons of the secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Morgage. Each Morgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Morgagor, include the plural, and assignment that the word "Morgagor, include the plural and assignment that shall mean the singular and the use of any gender shall be applicable to all genders. The word "Morgagor," includes the speciency of Morgagor, includes the speciency of Morgagor."

tgages" includes the successors and assigns of Montgages. 19, In the event the Montgagor is a land trustee, then this Montgagor is executed by the Montgagor, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insolar as the trustee is concerned, is gayable only out the trust estate which in part is securing the payment hereof, and though an insolar as the trustee is concerned, is gayable only out the trust estate which in part is securing the payment hereof, and though a fortier of the trust estate which in part is securing payments hereof, no personal inability shall be asserted or be enforceable against the Mortgago, as trustee, because or in respect of this Montgage or the making, issue or transfer thereof, all such personal liability of the trustee, ing, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

the foreclosure suit and, in case of a sale and a deficiency, during the full sentuory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagon, except for the intervention of the receiver, would be entitled to collect the creas, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The count in which the foreclosure suit is filed may from time to time authorize in which the foreclosure suit is filed may from time to time authorize in whole or in part of the indebtedness secured hereby, or account in whole or in part of the indebtedness secured hereby, or escented to other liet or encumbrance which may be or become superior to the line hereof or of the judgment, and the deliciency judgment against the lien hereof or of the judgment, and the deliciency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale

and deficiency.

15. No action for the enforcement of the lien or of any provision of this Morregage shall be subject to any defense which would not be good and available to the parry interposing the same in action at law upon the Wote.

if. Mongagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. It. Montgagee agrees to release the iten of this Montgage and pay all expenses, including recording fees and otherwise, to release the lien expenses, including recording fees and otherwise, to release the lien

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Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which telergale man-less reto contest prior to such tax, assessment or charge according telinquent

- 3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee: Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayments, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

 34. Any award of damages resulting from condemnation proceedings,
- N4. Any award of damages resulting from condemnation proceedings, reservise of the power of eminent domain, or the taking of the Premises for public use is hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance and to appeal from any such award.
 - 5. No remesty or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises and be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or chatting to exercise, any remedy or right accruing on Default shall imput my such remedy or right, or shall be construed to be a waiver of any and Default, or acquiescence therein, or shall affect any subsequent Default, or the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
 - 6. Mortgagor shall keep the Premises and all buildings and improvements now or here: fier situated on the Promises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or herafter situated on the Premises insured against the or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in (all the cost of replacing or repairing the buildings and improvements on one Premises and, in no event less than the principal amount of the Nele, Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall name Mortgagee as an "additional insured" and be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagos shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire. Mortgager shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Montgagee.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof. or redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys and paralegals fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning Which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mongagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the Mortgagor.
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has

- the same meaning are defined in the Note and includes the failure of the Mortgage to completely cure any Cause for Default and to deliver to the Mortgage whitten a tice of the complete cure of of the Cause for Default within ten (i0) days after the Mortgagee mails written notice to the Mortgager that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of the Mortgagor to pay the Note or Liabilities in accordance with their terms.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- 11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagoe for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute excontingent, primary or secondary, joint or several, whether existing or arising, together with attorneys and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' and paralegals' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus inverest as provided herein.
- 12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies. For one certificates, tax lien searches, and similar data and assurances of title at Mortgager part desired to the expenses of title at Mortgager. with espect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclessic sale. All of the foregoing items, which may be expended after entry of me foreelosure judgment, may be estimated by Mongages. All expend tures and expenses mentioned in this paragraph, when incurred or paid or Mortgagee shall become additional indebtedness secured hereby a kl shall be immediately due and payable, with interest thereon at a rate capital int to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or raid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankrupicy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness scarn decreby; or (b) any preparation for the commencement of any suit for the forcelosure of this Mortgage after accrual of the right to foreclose whathar or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any infarument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 13. The proceeds of any foreclosure sale 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 the items that are mentioned in the immediately preceding paragraphs; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of