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92165476 THIS INDENTURE, made January 15 January 15	
THIS INDESTURE, made January 15 Karl Knize married to Narlene Binkley** Karl Knize married to Narlene Binkley** Solvesteeth (CFP) (STATE) (STATE) (STATE) Berein referred to a "Mortgagon," and (CFP) (STATE) Berein referred to a "Mortgagon," and (CFP) (STATE) Berein referred to a "Mortgagon," and (CFP) (STATE) Berein referred to as "Mortgagon are justly undebted to the Mortgagon upon the installment note of even date berevisit, in the principal stem (I.S. 15.000, 0.0) payable to the order of and definered to the Mortgagon, and interest at the rate at all installments as provided in said note, with a final payment of the Number of State papidinal and interest at the rate at all installments as provided in said note, with a final payment of the Number of State papidinal and interest at the rate at all installments as provided in said note, with a final payment of the Number of State papidinal and interest at the rate at all installments as provided in said note, with a final payment of the Number of State papidinal and interest at the rate at all installments as provided in said note, with a final payment of the Number of State papidinal and interest at the rate at all installments as provided in said note, with a final payment of the Number of State papidinal and interest at the rate and in installments as provided in said note, with a final payment of the Number of State papidinal and interest at the rate and in installments as provided in said note, with a final payment of the Number of State and Installment of State and Installments and State and Installments and State and Installment of State and I	02:00
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THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment rote of even date berewith, in the principal sum FIETCHOR Thous no and no/100 ———————————————————————————————————	
is 15.000.00 payable to the order of and delivered to the Mortgages, in and by which note the Mortgagers promise to pay the said principal many and interest at the rate of the intalliments as provided in said note, with a final payment of the balance due on the 15th day of July 1933 and all of said principal and distress are made payable at such places of the note may, from time to time, in writing appoint, and in above of such appointment, then at the effect of the Mortgages at 3622.5. Morgan Street, Chicago, Illinois 60609 NOW, THEREFORE, the Mortgages and societies of the coverants and agreements herein contained, by the Mortgages at the following developed by the consideration of the sum of One Dollar in has in 3d, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto Mortgages, and the principal sum of the coverants and all of their craite, right, title and interest therein, sinste, by and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to which, with the property hereinafter described, is referred to herein as the "premises." **Marclene Principal States and all of their craite, right, title and interest therein, sinste, by and being in the City of Chicago No. Seminary, Chicago, Illinois 60/14 Unit 1F **Marclene Principal States and all married and formested a rights: **Marclene Principal State three says the principal state of the principal state and all of the principal state and all married and all married and formested a rights. **Marclene Principal State three says and profits thereof so one and during all such times as Mortgagers may be entitled thereto (which are pleaded primarily and on a part ye ith said real estate and not conductive and and all married and to the relative to the principal state and all of the conductive and windows, for certifially controlled), and	
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Address(es) of Real Estate Index Number(s): 14-32-400-088-1006 Address(es) of Real Estate: 1920 N. Seminary, Chicago, Illinois 60/.14 Unit 1F **Marlene Pirkley is executing this Second Mortgage solely for the purpose of waiving any and all marital and homestead rights. TOGETHER with all improvements, tenements, easements, fixtures, and apputtenances thereto belonged, and all rents, issues and profits thereof for song and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a party with said real estate and not secondarily) are all apparatus, enginement or articles now or hereafter therein or thereon used to supply heat, gas, air conditions materially controlled), and ventilation, including (without restricting the foregoing), screens, wint on whades, storm doors and windows, flow overings, mador beds, awnings, steves and water heaters. All of the foregoing are declared to be a part of said real et a whether physically attached there or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortga or or their successors or assigns shall to considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the Mortgagec, and the Mortgagec's successors and assigns, forever, for the purposes, and upon the use terms as forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of this or my upon the use terms are forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of this or my upon are incorporate terms of a record owner is: Karl Knize This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this or my upon the series by reference and are a pair hereof and shall be binding on Mortgagors, their heirs, successors and assigns.	
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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the use nerein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of the control said rights and benefit he Mortgagors do hereby expressly release and waive. The name of a record owner is: Karl Knize This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this or the tight pare incorporate terein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.	
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PLEASE KARL KNIZE	•
TPE NAME(S) BELOW (Scall) (Scall) (Scall) (Scall))
MARGENE BINKLEY**	
in the State aforesaid, DO HEREBY CERTIFY that Karl Knize married to Marlene Binkley (aka Marlene A.D. Binkley)	• • •
PRESS CONTROLLED personally known to me to be the same person S whose name S AYE subscribed to the foregoing instrument a subscribed before me this day in person, and acknowledged that	
right of homestead. iven under my band and official seal, this	
his instrument was prepared by Sanford R. Gail, Bell, Boyd & Lloyd, 78 W. Madison, Suite 1260,	
all this instrument to	
(NAME AND ADDRESS)	
RECORDER'S OFFICE BOX NO. 136 -SR6	

THE COVENANTS, COLDITIONS OF PREVISION REFERRED TO CODE I THE REVERSE SIDE OF THIS MORTGAGE:

- i. 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 hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgager; (4) complete within a reasonable time any buildings or buildings now or at any time in 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 alterations in said premises 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 assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee 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 Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgages 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, the Mortgagors, 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 Mortgagors 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, the Mortgagee may elect, by notice in writing given to the Mortgagors, to 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 note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagee's successors or assigns, against any liability in curred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time we the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the 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. Mortgagors shall be piall buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstr m 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 renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morre see may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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, or mp omise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premies, or 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 attorneys 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 become immediately due and payable without notice and with interest herein at the highest rate now permitted by Illinois law. Inaction of Mortgagoe shall never be considered as a waiver of any right accrume to the Mortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby any orded relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office with ut inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or alle 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 Mortgagee and without notice to Mr. (gat ors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, excepte due and payable (a) immediately in the case of default in making payment 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 container.
- 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 has 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 attorneys' fees, appraiser's fees, outlays for decumentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and 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 r arsu int 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 the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptey 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 (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such high affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the photomagnetic process. It is a count of all costs and expenses incident to the foreclosure proceedings, including all such items as the mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that 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 filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with wo regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of he 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 collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case on 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 Mortgagors, 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 of:-(1) The indebtedness-secured bereby, or by any decree foreclosing this mortgage, or any tax, special assessment or 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; (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 interposing 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 Mortgagers shall periodically deposit with the Mortgagee such sums as the Mortgagee must reliable to the mortgage such sums as the Mortgagee must reliable to the mortgage such sums as the Mortgagee sum as the
- 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 Mortgagee, 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 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.
- 19. Any sale, additional mortgage or other transfer of the ownership of the premises without the mortgagee's prior written consent shall be a default hereunder.

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

UNIT IF SEMINARY FLATIRON CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARCEL A:

LOT 88 AND 89 IN THE WEBSTER SUBDIVISION OF LOT 3 AND THE NORTH PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CAICAGO IN SECTION 32 TOWNSHIP 40 RANGE 14 EAST OF THE THEO PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT D TO THE DECLARATION OF CONDOMINIUM MADE BY USA AMERIBANC/ELK GROVE AS TRUSTEE U/T/A DATED DECEMBER 15, 1983 A/K/A TRUST NO. 2252 AND RECORDED AS DOCUMENT NO. 89395248 ON AUGUST 24,1989 TOGETHUP WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

PARCEL B:

EASEMENT FOR THE BENEFIL OF PARCEL A FOR THE PURPOSE OF PARKING SEVEN AUTOMOBILE. ON THE PARCEL OF REAL ESTATE LEGALLY DESCRIBED AS LOTS \$2, 31, 92 IN WEBSTER SUBDIVISION OF LOT 3 AND THE NORTH PART OF LOT 2 IN BLOCK 9 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32 TOWNSHIP 40 RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PURSUANT TO DECLARATION AND GRANT OF EASEMENT BY AND BETWEEN AETNA BANKER'S TRUSTEE NO. 10-1983 AND BANK OF ELK GROVE, AS TRUSTEE U/T/A DATED DECEMBEY. 15, 1983 AND A/K/A TRUST NO. 2252 AND RECORDED AS DUCUMENT NO. 86100372.

PERMANENT INDEX NUMBER 14-32-400-088-1006

VOLUME 493

ADDRESS: Unit 1F

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Tronger A

Dox 136 SRG

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