THIS INSTRUMENT WAS PREPARED BY:
HOWARD A. MC KEE
2 First Nat. Plaza
Chicago, IL 60603-1982

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MORTGAGE

THE UNDERSIGNED, UGO FIORE and ANNA FIORE, his wife
of , County of Cook , State of Illinois , hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to THE FIRST NATIONAL BANK OF NILES, a national banking association having its principal place of business in the Village of Niles, County of Cook, State of Illinois, hereinafter referred to as the Mortgagee, the following real estate in the County of Cook , in the State of Illinois , to wit:

Lot 19 in Chatelaine Subdivision, Unit No. 1, being a Subdivision of part of the West Half of the North West Quarter of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, in Village of Arlington Heights, Cook County, Illinois.

PROPERTY ADDRESS: 2304 N. Evergreen, Arlington Heights, Illinois

PERMANENT INDEX NO. 03-17-113-003

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[illegible] ONE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 ---------- $ 165,000.00 [illegible] Two Thousand Six Hundred Thirteen and 02/100 ---------- $ 2,613.02 [illegible] 1st April 92 [illegible]

[illegible]

[illegible]

[illegible]

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E. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagor abandons any of said property or in the event of the transfer of, or agreement to transfer, any right, title or interest in said property or any portion thereof, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage and to any foreclosure a sale may be made of the premises entirely without offering the several parts separately. That in the event of the voluntary or involuntary sale of said property, or any part thereof, title may vested in a person other than the Mortgagor and any part of the indebtedness secured hereby remain unpaid, and, in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagee shall pay a reasonable transfer fee and the costs of amending the records of the Mortgagee to show such change of ownership.

F. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any parts claiming under him, and without regard to the then value of said premises or whether the same shall then be occupied by the owner or the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale towards the payment of the indebtedness, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, whether there be a deficiency therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period of redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be modified by the appointment of a receiver, or by any decree foreclosing this Mortgage, or by any decree in any other suit pending at the time hereof, and upon foreclosure of said premises 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 attorneys' fees, outlays for abstracts, abstracting and expert evidence, stenographer's fees, Master's fees and commissions, court costs, publication costs and costs which may be estimated as to and include items to be expended after the entry of the decree of proceeding all such abstracts of title, title searches, examinations and reports, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree the true condition of the title to or the value of said premises. All expenditures and expenses of the nature in this paragraph mentioned and such all such expenditures and expenses which may be incurred or paid by Mortgagee after the entry of such decree, including all such fees, charges and costs which may be incurred in connection with any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured or any proceeding for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose whether or not actually commenced, or any preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there first shall be paid out of the proceeds thereof, if, the attorneys' fees, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor or the purchaser shall not be obliged to see to the application of the purchase money.

G. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be given for any property taken or for damages to any property not taken and all condemnation compensation so received shall be applied with approval by the Mortgagee, at its election, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be disbursed to the Mortgagor.

H. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof to hereby to pledge said rents, issues and profits as a parity with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree, and shall be to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after sale, to enter upon and take possession of, manage, maintain and operate said premises or any part thereof, make leases for terms deemed advisable, modify, extend or terminate existing leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures, whether legal or equitable, as may seem proper to enforce collection thereof, employ renting agents or other employees, after repair and from time to time furnish, at and equipment thereof, when deemed necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general, exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created in the mortgaged premises and in the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income so received, after paying all such reasonable compensation for rents, pay insurance premiums, taxes and assessments, and all expenses of every kind incurring in the operation of the property herein given, and from time to time apply any balance of income net, in its sole discretion, toward the amortization of the principal and interest on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and in the discretion of the Mortgagee, and in the discretion of any court of equity, whether there be or not any deficiency or default in performance of the Mortgagor's agreements herein. Whenever all of the indebtedness secured hereby is paid, or the Mortgagee in its sole discretion shall determine that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, in an estoppel certificate thereof, shall be entitled to receive and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all of the indebtedness secured hereby is paid in full, or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if a deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof, which shall have all powers, if any, which it might have had without this paragraph, but shall be chargeable only for what it may actually receive as being Mortgagee shall have matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

I. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right, power and remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith. That any waiver by the Mortgagee of performance of any of said obligations contained shall thereafter in any manner affect the right of Mortgagee to require or call for performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised at any time and on occasion thereto arises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of February A.D. 1992

UGO FIORE (SEAL) ANNA FIORE (SEAL)

(SEAL) (SEAL)

STATE OF ILLINOIS
COUNTY OF Cook } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that UGO FIORE and ANNA FIORE, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 7th day of February A.D. 19 92

Notary Public

My commission expires:

"OFFICIAL SEAL"
HOLLY A. WOODFILL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/25/94

MAIL TO:
HOWARD A. McKEE
SUITE
TWO FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS

92069976

BOX 333 — TH

Property of Cook County Clerk's Office