92171807

CALITION: Consult a lawyer bullow using or acting under this form. Meither the publishet nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantsolliny or timess for a particular purpose.

THIS INDENTURE,	made October 10 1990 between	9217180	: '9
Charles E. T	aylor II, 1400 North State Parkway,		•
Apr. 9C, Chi	cago, Illinois 60610	DEFT-01 RECORDING T+3333 TRAN 1537 03/1	\$29.0 7/92 10:49:00
herein releared to as "	DSTREET) (CITY) (STATE) Morigagors, "and Kmily Ross Taylor. as Trustee 5 Taylor Trust dated 7/12/84 ad. Glen Ellyn, Illinois 60137	) "รีอีฮีห ๊อฮีมหา ัช หะสัติสิชิยเ	
INO. AN	D STREET) (CITY) (STATE)		
•	dortgugee," witnesseth:	Above Space For Recorder's Use	Only
THAT WHEREA	AS 11 Mortgagors are justly indebted to the Mortgagee upon the in the indebted Thirty-one and 4	stallment note of even date herewith, in the pri	ncipal sum ofDOLLARS
(\$ 77,731.47 sum and interest at the 19.98 and all of said p of such appointment, t	nate an I in installments as provided in said note, with a final payment rincipul and in rest are made payable at such place as the holders of the hen at the office of the Mortgagee at 699 Revere Road,	d by which note the Mortgagors promise to pay the of the balance due on the 10th day of Nove e note may, from time to time, in writing appoint, a Glen Ellyn, Illinois	said principal ember and in absence
and being in the	ORE, the Mortgag ors a secure the payment of the said principal sum of mortgage, and the part imance of the covenants and agreements her mor One Dollar in han and, the receipt whereor is hereby acknowledging ages a successors and assistant, the following described Real Estate at 11 ty of Chicago, COUNTY OF Co.	AND STATE OF ILL	ns, provisions d, and also in ANT unto the , situate, lying NOIS, to wit:
See Exhibit "/ Payment sched	it attached hereto and hade a part hereo iles Exhibits "B" and "C" attached heret	n and	
made a part be		92171807	
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vhich, with the propert	y horeinafter described, is referred to herein as the "premises,"		
	Today Number(s): 17-04-211-035-1122 and 17-	2/211-025-1040	
ermanent Roul Estate	1144/4 (443)144)[4]		
Address(es) of Real Est	nte: 1400 North State Parkway, Unit Number	ers 90 and 4k	
or not, and it is agreed a considered as constitution. TO HAVE AND Therein set forth, free from Mortgagors do here! The name of a record over this mortgage constitution.	all improvements, tenements, easoments, fixtures, and appurtenances times as Mortgagors may be entitled thereto (which are pledged primarit or articles now or hereafter therein or thereon used to supply heat, go controlled), and ventilation, including (without restricting the foregoin awnings, stoves and water heaters. All of the foregoing are declared to hat all similar apparatus, equipment of articles hereafter placed in the major of the real estate.  TO HOLD the premises unto the Mortgagee, and the Mortgagee's successful rights and benefits under and by virtue of the Homestead Exemply expressly follows and waive.  Therefore, The Covenants, coudificus and provisions appearing are a pair hereof and shall be binding on Mortgagors, their heirs, aucce	essors and assigns, forever, or the purposes, and a sion Laws of the State of Illinging which said rights on page 2 (the reverse side of this more age) are	upon the uses and benefits
Witness the hand.	and seal of Marigagors the day and your first above written.	<u>C</u>	(Scal)
PLEASE PRINT OR YPE NAME(S) BELOW	Charles E. Taylor, II	والمراجعة والمراجعة والمراجعة والمراجعة والمراجعة والماموة والمناف المراجعة والمراجعة والمراجعة والمراجعة والمراجعة	
GNATURE(S)	(Scai)		(Scal)
ate of Illinois, County	of Cook. M., in the State aforesaid, DO HEREBY CERTIFY thatCharl	I, the undersigned, a Natary Public in and for es E. Taylor, II	
PRESS SEAL HERE	personally known to me to be the same person whose nan appeared before me this day in person, and acknowledged that his_ free and voluntary act, for the uses and purp right of homestead.	h. C. signed, sealed and delivered the said in	istrument as
	d official scal, this 16 44 day of 19	NOTARY PUBLIC STATE OF ILLINOIS }	19 9B
nis instrument was prej	Object by Harry B. Rosenberg, Esq., 30 S. (NAME AND ADDRESS)	and a terminal and a second control of the s	Notary Public
of the instrument to	(NAME AND ADDRESS)	ALLEGED OVOU	
ASIA.	(CITY)	(STATE)	(ZIP CODE)
RECOUNTAS DE	CEROX NO. 367-Attn: Lynn	(G(A(E)	
	<b>W</b>		A2

29 00

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 hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any faildings 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 of 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 laxation 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 debia 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 relimbures 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 for their covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability i curved by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as he Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors chall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided it said note.
- 6. Mortgagors shall ke o all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windsto..., der policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the time or to pay in full the indehtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in ... as of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage chause to be attached to each policy, and shall 'eliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver rene val policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgager 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 encumprances, 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 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 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 therein at the highest rate now permitted by Illinois law. Inaction 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 Mortgagors.
- 8. The Mortgagee 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 a le or claim thereof.
- validity of any tax, assessment, sale, forfeiture, tax lien or it is or claim thereof.

  9. Mortgagors shall pay each item of indebtedness feeting feet
- 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 ad littoral to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the nate 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 so b complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, will out regard to the solvency or insolvency 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 homestend 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 of a sale and at 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, sectived hereby, 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
- 15. The Mortgagors 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 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.

#### Exhibit "A"

UNIT NUMBER 9C AND UNIT 4R IN 1400 STATE PARKWAY CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING:

LOTS 1 AND 4 IN BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO SUBDIVISION OF LOT 13 IN BRONSON'S ADDITION TO CHICAGO, ALSO LOT 19 OF LOT "A" OF BLOCK 2 IN SUBDIVISION OF LOT "A" OF BLOCK 1 AND LOT "A" OF BLOCK 2 IN CATHOLIC BISHOP OF CHICAGO, SUBDIVISION OF LOT 13 IN SAID BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 25179002, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN 14E COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. 2C 122 and OF COOP COUNTY CLART'S OFFICE

P.I.N. # 17-04-211-073-1122 and 17-04-211-035-1040

Property of Cook County Clerk's Office

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# payments:

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2	10-Dec-90	77698.67	696.55	663.68	32.87	77666.00
3	17-Jan-91	77666.00	696.55	663,40	33.16	77632.04
4	1u-r-b-91	77632,84	696.55	663.11	33,44	77599.40
-5	10. 4.7 71	77599.40	696.55	662.83	33.72	77565.68
6	10-7,0	77565.68	696.55	662.54	94.0L	77531.67
7	10-Nay-92	77531.67	696.55	662,25	34.30	77497.36
8	10-Jun-91	77497.36	696 ( 35)	661.96	34.60	77462.77
9	10-Jul-91	17462.77	696.55	661,66	34.89	77427.88:
10	10-Aug-91	77421.50	696.55	661.36	35.19	77392.69
11	10-Sap-91	77392,69	596.55	661,06 660,76	35,49	77357.20,
12	10-0ct-91 10-Nov-91	77357.20 77321.40	626.55 693-55	660.45	35.79 36.10	77321.40 77285.30
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Loan Amount:

\$77,285.30 bal. as of 7.50% 84 months 10-Nov-91

Int. rate:

Term:

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14	10-Dec-91	77,285.30	1,185.42	483.03	702.39	76,582.91
15	10-Jan-92	76,582.91	1,185.42	478.64	706.78	75,876.13
16	10-Feb-92	75,876.13	1,185.42	474.23	711.20	75,164.93
17	10-Mar-92	75,164.93	1,185.42	469.78	715.64	74,449.29
18	10-Apr-92	74,449.29	1,185.42	465.31	720.12	73,729.17
19	10-May-92	73,729.17	1,185.42	460.81	724.62	73,004.56
20	10-Jun-92	73,004.56	1,185.42	456.28	729.14	72,275.41
21	10-Jul-92	72,275.41	1,185.42	451.72	733.70	71,541.71
22	10-Aug-92	71,541.71	1,185.42	447.14	738.29	70,803.42
23	10-Sep-92	70,803.42	1,185.42	442.52	742.90	70,060.52 69,312.98
24	10-Oct-92	76,060.52	1,185.42	437.88	747.54 752.22	68,560.76
25	10-Nov-92	69,5)2.98	1,185.42	433.21	756.92	67,803.84
26	10-Dec-92	68,550.76	1,185.42	428.50 423.77	761.65	67,042.19
27	10-Jan-93	67,803.84		419.01	766.41	66,275.78
28	10-Feb-93	67,042.19	1,185.42	414.22	771.20	65,504.58
29	10-Mar-93	66,275.78	1,185.42	409.40	776.02	64,728.56
30	10-Apr-93	65,504.58	1 (1)15.42	404.55	780.87	63,947.69
31,	10-May-93	64,728.56	1,135.42	399.67	785.75	63,161.94
32	10-Jun-93	63,947.69 63,161.94	1,185.42	394,76	790.66	62,371.28
33	10-Jul-93	62,371.28	1,185.42	389.82	795.60	61,575.68
34	10-Aug-93	61,575.68	1,185.42	384.85	800.58	60,775.11
35	10-Sep-93	60,775.11	1,185.42	379.84	805.58	59,969.53
36 37	10-0ct-93 10-Nov-93	59,969.53	1,185.42	274.81	810.61	59,158.91
38	10-Dec-93	59,158.91	1,185.42	365.74	815.68	58,343.23
39	10-Jan-94	58,343.23	1,185.42	364 65	820.78	57,522.45
40	10-Feb-94	57,522.45	1,185.42	359.52	825.91	56,696.55
41	10-Mar-94	56,696.55	1,185.42	354.35	831.07	55,865.48
42	10-Apr-94	55,865.48	1,185.42	349.16	836.26	55,029.21
43	10-May-94	55,029.21	1,185.42	343.93	841.49	54,187.72
44	10-Jun-94	54,187.72	1,185.42	338.67	346.75	53,340.97
45	10-Jul-94	53,340.97	1,185.42	333.38	851.01	52,488.93
46	10-Aug-94	52,488.93	1,185.42	328.06	857.37×	51,631.56
47	10-Sep-94	51,631.56	1,185.42	322.70	862.73	50,768.84
48	10-0ct-94	50,768.84	1,185.42	317.31	868.12	49,900.72
49	10-Nov-94	49,900.72	1,185.42	311.88	873.54	49,027.17
50	10-Dec-94	49,027.17	1,185.42	306,42	879.00	48,148.17
51	10-Jan-95	48,148.17	1,185.42	300.93	884.50	47,263.67
52	10-Feb-95	47,263.67	1,185.42	295,40	890.03	46,373.65
53	10-Mar-95	46,373.65	1,185.42	289.84	895.59	45,478.06
54	10-Apr-95	45,478.06	1,185.42	284,24	901.19	44,576.88
55	10-May-95	44,576.88	1,185.42	278.61	906.82	43,670.06
56	10-Jun-95	43,670.06	1,185.42	272.94	912.49	42,757.57
57	10-Jul-95	42,757.57	1,185.42	267.23	918.19	41,839.38
58	10-Aug-95	41,839.38	1,185.42	261.50	923.93	40,915.46
59	10-Sep-95	40,915.46	1,185.42	255.72	929.70	39,985.76 39,050.24
60	10-Oct-95	39,985.76	1,185.42	249.91	935.51	38,108.88
61	10-Nov-95	39,050.24	1,185.42	244.06	941.36	201700.00

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