Mortgage

(Individual Form)

Loan No.

THE UNDERSIGNED,

of ....., County of ....., State of .....

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

92215565

CRAGIN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the .....

hereinafter referred to as the Mortgagee, the following real estate in the County of .....

in the State of ..... to wit

C25003 1013

92215565

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon, or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate, whether physically attached thereto or not, and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, noteholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead exemption and valuation laws of any state, which said rights and benefits said Mortgagor does expressly release and waive.

TO SECURE

(1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of ..... Dollars

(b) ..... which Note, together with interest thereon as therein provided, is payable in monthly installments of ..... Dollars

(c) ..... commencing the ..... day of ..... 19..., which payments are to be applied first to interest and the balance to principal, ... the

(2) any advances made by the Mortgagee to the Mortgagor or its successors or assigns for any purpose at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances in a sum in excess of ..... Dollars (..... provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon, as herein and in said note provided or according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor and all such items so levied against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter upon said premises insured against damage by fire and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

F-3-1-75

Box

MORTGAGE

to

Loan No.

92215565

period of redemption for the full insurable value thereof in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee. such insurance policies shall remain with the Mortgagee during said period or periods and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee and in case of foreclosure sale payable to the owner of the certificate of sale owner of any deficiency any receiver or redemptioner or any grantee in a deed pursuant to foreclosure and in case of loss under such policies the Mortgagee is authorized to adjust collect and compromise in its discretion all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss receipts vouchers releases and acquittances required to be signed by the insurance companies and the Mortgagor agrees to sign upon demand all receipts vouchers and releases required of him to be signed by the Mortgagee for such purpose and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured at its discretion but monthly payments shall continue until said indebtedness is paid in full (d) Immediately after destruction or damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage (e) To keep said premises in good condition and repair without waste and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof (f) Not to make suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act (g) To comply with all requirements of law with respect to mortgaged premises and the use thereof (h) Not to make suffer or permit without the written permission of the Mortgagee being first had and obtained (a) any use of the property for any purpose other than that for which it is now used (b) any alterations of the improvements apparatus appurtenances fixtures or equipment now or hereafter upon said property (c) any purchase on conditional sale lease or agreement under which title is reserved in the vendor of any apparatus fixtures or equipment to be placed in or upon any buildings or improvements on said property (i) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises (j) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder and to pay all costs expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage (k) That the mortgaged premises will at all times be maintained repaired and operated in accordance with the Building Fire Zoning Health and Sanitation Laws and Ordinances of any City village and or other governmental board authority or agency having jurisdiction over the mortgaged premises

B In order to provide for the payment of taxes assessments insurance premiums and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee in addition to the above payments a sum estimated by the Mortgagee to be equivalent to one twelfth of such items, which payments may at the option of the Mortgagee (a) be held by it without interest (provided not in conflict with State or Federal law) and commingled with other own funds or its own funds for the payment of such items (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable If the amount estimated to be sufficient to pay said items is not sufficient the undersigned promises to pay the difference upon demand If such sums are held or carried in a savings account or escrow account the same are hereby pledged to further secure this indebtedness The Mortgagee is authorized to pay said items as charged or billed without further inquiry

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advances and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract but in all other respects this contract shall remain in full force and effect as to said indebtedness including all advances

D That in case of failure to perform any of the covenants herein Mortgagee may do on Mortgagor's behalf everything so covenanted that said Mortgagee may also do any act it may deem necessary to protect the lien hereof that Mortgagor will pay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien encumbrance or claim in advancing moneys as above authorized but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose not to do any act hereunder and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder

E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor the Mortgagee may without notice to the Mortgagor deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured

G 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 of or in custody of any court or if the Mortgagor abandon any of said property or upon the sale or transfer of the mortgaged property or an assignment of beneficial interest in said property without the written consent of the Mortgagee or upon the death of any maker endorser or guarantor of the note secured hereby or in the event of the filing of a suit to condemn all or a part of said premises or in the event of demolition removal or destruction of all or any part of the property covered by this mortgage or in the event the Mortgagor fails to comply with the terms of a condominium by-laws or condominium declaration recorded against the property secured hereby 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 to Mortgagee and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and said Mortgagee may also immediately proceed to foreclose this mortgage and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien including reasonable attorney's fees and amounts to conclude the transaction shall be added to and be a part of the debt hereby secured All such amounts shall be payable to the Mortgagee by the Mortgagor on demand and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall bear interest at the highest contract rate or if no such contract rate then at the legal rate In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts then the entire indebtedness whether due and payable by the terms hereof or not and the interest thereon up to the time of such sale and the surplus if any shall be paid to the Mortgagor and the purchaser shall not be obliged to see to the application of the purchase money

I 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 paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect 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 delivered to the Mortgagor or his assignee

J 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 or any part thereof whether said lease or agreement is written or verbal and it is the intention hereof (a) to pledge said rents issues and profits as a parcel with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree and (b) 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 foreclosure sale) to enter upon and take possession of manage maintain and operate said premises or any part thereof make leases for terms deemed advantageous to it terminate or modify existing or future leases collect said avails rents issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof employ renting agents or other employees alter or repair said premises buy furnishings and equipment therefor when it deems 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 a lien which is hereby created on the mortgaged premises and on the income thereof on which lien is prior to the lien of any other indebtedness hereby secured and out of the income retain reasonable compensation for itself pay insurance premiums taxes and assessments and all expenses incurred including attorney's fees incurred in the exercise of the powers herein given and from time to time apply any balance of income not in its sole discretion needed for the aforesaid purposes first on the interest and then on the principal of the indebtedness hereby secured before or after any decree of foreclosure and on the deficiency in the proceeds of sale if any whether there be a decree in personam therefor or not Whenever all of the indebtedness secured hereby is paid and the Mortgagee in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein the Mortgagee on satisfactory evidence thereof shall relinquish possession and pay to Mortgagor any surplus income in its hands The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof but if no deed be issued then until the expiration of the

92215465

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. Mortgagee shall have all powers, at any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. 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 party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of 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 or after as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor or judgment or not, and such receiver shall be appointed, he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case a sale for foreclosure be made, but if no deed be issued until the expiration of the statutory period during which it may be issued, such receiver and such receiver shall be notified by the appointment or entry in possession of a receiver but he may elect to terminate any lease prior to the beginning.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be exercised concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce 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 as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 26th

day of , A.D. 19

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF

COUNTY OF Cook } ss

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person whose name subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument

as 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 day of , A.D. 19

Susan Crawford

Notary Public

MY COMMISSION EXPIRES 11-13-95

THIS INSTRUMENT WAS PREPARED BY

OF ASSOCIATION

ILLINOIS

"OFFICIAL SEAL"
SUSAN CRAWFORD
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/13/95

92215585

~~IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its~~ President and its corporate seal to be hereunto affixed and attested by its Secretary this day of , A. D., 19 .

ATTEST

By

Secretary

President

CORPORATIONS AND TRUSTEES

STATE OF
COUNTY OF } SS.

I, , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

President of

and Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;

and the said , Secretary then and there acknowledged that as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this day of , A. D., 19

Notary Public.

~~MY COMMISSION EXPIRES~~

92215566

THIS INSTRUMENT WAS PREPARED BY

OF ASSOCIATION,

ILLINOIS

92215566

Loan No

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

of the of County of , and State of

in order to secure an indebtedness of

Dollars ($ 210000 00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

92215566 . 23.00

COMMONLY KNOWN AS:

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign , transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this

day of , A.D. 19

(SEAL) (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

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal, this day of , A.D. 19

Susan Crawford
Notary Public

MY COMMISSION EXPIRES 11-13-95

"OFFICIAL SEAL"
SUSAN CRAWFORD
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/13/95

INDIVIDUALS

BOX 403

F-3-1-76