CAUTION: Consult a lawyer before using or acting under this form. Heriber the publisher nor the switer of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular curterise.

March 27, THIS INDENTURE, made

19 92 between

VERNA J. MORGAN, 2 East Oak Street Unit No. 1101, Chicago, Illinois 60611

* Divorced not since remarried*

(NO AND STREET)

MARY R. HERSHMAN,

herein referred to as "Morteagors," and 470 Groveland Avenue, Highland Park,

Illinois 60035

(NO AND STREET)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth

IHAT WHEREAS the Mortgagors are justly indebted to the Mortgagoe upon the installment note of even date herewith, in the principal sum of Twelve Thousand and no/100 - - - - - - - - - - - - - - - - DOLLARS

12,000.00), payable to the order of and delivered to the Mortgagere, mand by which note the Mortgagors promise to pay the said principal sum and interest at the rate and/or installments as provided in said note, with a final payment of the balance due on the list day of April 2002 and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the original following address: 470 Groveland Avenue

Highland Park, Irlinois 60035

NOW, THERT FORE, the Morcing of to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this morteage, and the proformance of the covenants and agreements better contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in and paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors of assigns, the following described Real Estate and altor their estate, right, title and interest therein, situate, lying Cook AND STATEOURILINOIS, to wit. COUNTY QL and being in the City of Chicago

LEGAL DESCRIPTION ATTACHED HERETO AS $\underline{\text{EXHIBIT A}}$ AND INCORPORATED HEREIN BY THIS REFERENCE.

100

. . .

92235766

which, with the property heremafter described, is referred to herein as the ' prem

17-03-203-009-1004

¥o1ume 496

Permanent Real Estate Index Number(s):

2 East Oak Street Unit No. 1101 Address(es) of Real Estate

Chicago, Illinois 60611

10GF HER with all improvements, tenements, easements, fixtures, and appartenances thereto belowing, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a party yoth and (ealestate and not secondarily) and all apparatus, equipment of articles now of hereafter therein or thereon used to supply heat, gas, air conditions to water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, vii dow shades, storm doors and windows, floor coverings, mador beds, awinges, stores whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or atticles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the read estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee sourcessors and assigns, forese, for the purposes, and upon the uses herein set to the free from all rights and benefits under and by arrive of the Homestead Exemption Faws of the State of Plino see this head rights and benefits the Mortgagors do hereby expressly release and waive

Verna J. Morgan The name of a record owner is

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this for gage) are incorporated witness the hand and seal of Mort Lagors the day and year first above written and EXHBIALB ATTACHED HERETO AND VERNA J. MORGAN (Seat)

INCORPORATED HEREIN.

PLEASE PRINT OR TYPE NAME(S)

BELOW SIGNATURE(S)

State of Illinois, County of COOK "OFFICIAL SLAT the State atory and, DO HEREBY CERTIFY that

. I, the undersigned, a Notary Public in and for said County Verna. J. Morgan

Jurith Woods
IMPRESSTATE Public, State dellinous, known to me to be the same person
SEAL Cook County i s whose name subscribed to the foregoing aistrument, Cook County appeared before me this day in person, and acknowledged that S. h.O. spried, scaled and delivered the said instrument as My Commission Expires \$7623. tree and voluntary act, for the uses, and purposes therein set forth, including the release and waiver of the anche or homestead

Given under my hand and official seal, this

27th day of 2 March

- Willich Wich

19 92 Notary Public

This instrument was prepared by James M. Teper, Esq.

Shefsky & Froelich Ltd. 444 North Michigan Avenue St. 2500 Chicago, IL. 60 James M. Teper, Esq. Shefsky & Froelich Ltd.

444 North Michigan Avenue Suite 2500 Chicago, IL. 60611

(ZIP CODE)

OR RECORDER'S OFFICE BOX SO

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 indehtedness 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 building 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 mortgagee's 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 covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time a, the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shill 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 keep a' buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same of to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in cole 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 recoval 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 herembefore required of Mortgagors in any form and manner deemed expedient, and onay, but need not, make full or partial payments of principal or interest on prior encumbrances, 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 confist 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, small by 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 fortgage on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorize telating 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 title 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 Mortgage and without notice to Mortga or, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become 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 contained.
- 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 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 has behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary 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 tire, to be 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 soil or to evidence to bidders at any sale which may be had purso or 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 paragrap, thentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the bider rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bank apter proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or a schedences hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or rot actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 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 ment ored 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; for the 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 cur or into is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without rigard 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 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 of 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 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 saile; (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 Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may teasonably 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

LEGAL DESCRIPTION

PARCEL 1:

UNIT NUMBER 1157 IN THE TWO EAST CAK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF BLOCK 6 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25035273 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN TH3 COMMON ELEMENTS, IN CCOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RASEMENTS RECORDED AS DOCUMENT 24889082, IN COOK COUNTY, ILLINOIS

92235766

Property of Coot County Clert's Office

EXHIBIT B

19. Transfer of the Premises or a Beneficial Interest in Mortgagor:

If all of any part of the Premises or any interest in it is sold or transferred (or a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at her option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

Property of Coot County Clert's Office