

MORTGAGE

S. 8962872

THIS INDENTURE WITNESSETH that the undersigned Warren Bryan Fuermann, Never Been Married

of Chicago, County of Cook, State of Illinois, hereinafter referred to as the Mortgagors, do hereby convey and Warrant to the OAK TRUST AND SAVINGS BANK, an Illinois Banking Corporation having an office and place of business at 1000 N. Rush Street, Chicago, Illinois 60611, hereinafter referred to as the Mortgagee, the following real estate situate in the County of Cook, State of Illinois, to wit:

UNIT NO. 5A IN OAKDALE TOWERS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 6 AND THE EAST 16 2/3 FEET OF LOT 7 IN BLOCK 2 IN GILBERT HUBBARD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 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 25371311 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

P.L.N.#14-28-118-045-1016

431 W OAKDALE UNIT #5A  
CHICAGO, ILLINOIS 60657

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This Instrument was Prepared by:  
William J. ...  
Chicago, Illinois 60611

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind.

TO HAVE AND TO HOLD the said property unto said Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

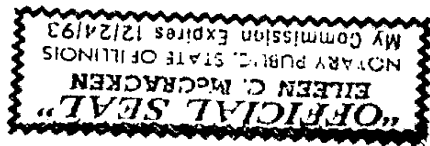
This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the Mortgagee, evidenced by the Mortgagors' Note of even date herewith in the Principal sum of EIGHT THOUSAND ONE HUNDRED NINETY TWO AND 85/100 Dollars ( 8,192.85 ), together with interest in accordance with the terms thereof; (2) any additional advances made by Mortgagee to the Mortgagors or their successors in title, prior to the cancellation of this mortgage, and the payment of any subsequent Note evidencing the same, in accordance with the terms thereof. It is provided, however, that the total indebtedness outstanding at any one time and secured hereby shall in no event exceed EIGHT THOUSAND ONE HUNDRED NINETY TWO AND 85/100 and no/100 Dollars ( \$ 8,192.85 ).

It is the intention hereof to secure the payment of the total indebtedness of the Mortgagors to the Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to the Mortgagors at the date hereof or at a later date or having been advanced shall have been paid in part and future advances thereafter made. All such future advances so made shall be liens and shall be secured by this mortgage, and it is expressly agreed that all such future advances shall be liens on the property herein described as of the date hereof.

THE MORTGAGORS COVENANT: (1) The term "Indebtedness" as herein used shall include all sums owed or agreed to be paid to the Mortgagee by the Mortgagors or their successors in title, either under the terms of said Note as originally executed or as modified and amended by any subsequent Note, or under the terms of this mortgage or any supplement thereto or otherwise; (2) To repay to the Mortgagee the Indebtedness secured hereby, whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (3) To pay when due all taxes and assessments levied against said property or any part thereof, and to deliver receipts therefor to the Mortgagee promptly upon demand; (4) To keep the buildings and improvements situated on said property continually insured against fire and such other hazards, in such amount and with such carrier as the Mortgagee shall approve, with loss payable to the Mortgagee as interest may appear; (5) Neither to commit nor to suffer any strip, waste, impairment or deterioration of the mortgaged premises or any part thereof, and to maintain the mortgaged premises in good condition and repair; (6) To comply with all applicable laws, ordinances, rules and regulations of the nation, state and municipality, and neither to use nor permit the property to be used for

RECORDED

OAK TRUST AND SAVINGS BANK  
1000 N. Rush Street  
Chicago, Illinois 60611



*Eileen C. McCracken*

Given under my hand and Notarial Seal this 3RD day of APRIL, A.D. 1992.

personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that WARREN BRYAN FUERMANN, NEVER BEEN MARRIED

STATE OF ILLINOIS  
COUNTY OF COOK  
1992 APR 13 AM 9:42  
92249604

WARREN BRYAN FUERMANN  
*Warren Bryan Fuermann*  
(Seal)

IN WITNESS WHEREOF the Notarys have hereunto set their hands and seals this 3RD day of APRIL, A.D. 1992.

If there be only one mortgagor, all plural words herein referring to mortgagors shall be construed in the singular.  
to see to the application of the purchase money.  
If any, shall be returned to the mortgagors. The purchaser at said sale shall have no duty  
Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus  
the complete title of said premises, including the foreclosure decree and certificate of  
or completing an abstract of title, title guaranty policy or Torrens certificate showing  
taxes or other liens or assessments, or title costs, master's fees and costs of procuring  
proceeds of such sale a reasonable sum for plaintiff's attorney's fee and all expenses of  
advertising, selling and conveying said premises, all sums advanced for court costs, any  
and upon foreclosure and sale of said premises there shall first be paid out of the  
protection and reservation of the property, including the expenses of such recalculation;  
or any deficiency decree, costs, insurance or other items necessary for the  
before or after any foreclosure sale, may be applied toward the payment of the indebtedness  
statutory period of redemption, and such rents, issues and profits, when collected either  
to the mortgagors, appoint a receiver with power to manage, rent and collect the rents,  
issues and profits of said premises during the pendency of such foreclosure suit, and the  
in which such suit is filed may at any time, either before or after sale and without notice  
Mortgagors; (1) That upon the commencement of any foreclosure proceeding hereto the court  
reference to this mortgage and the indebtedness hereby secured in the manner as with  
Mortgagee may without notice to the mortgagors deal with such successors in interest with  
any part thereof becomes vested in a person or persons other than the mortgagors, the  
thereof secured hereby; (10) That in the event the ownership of the mortgaged premises or  
during any postponement or extension of the time of payment of the indebtedness or any part  
secured hereby, and that the lien of this mortgage shall remain in full force and effect  
shall at any time thereafter be held to be a waiver of the terms hereof, or of any Note  
and no waiver of any right or obligation hereunder or of the obligations secured hereby  
Mortgagee; (9) That time is of the essence of this mortgage and of the Note secured hereby  
or conveyance of said property will be made without the prior written consent of the  
be secured by lien or charges on the premises superior to the lien hereof; (8) That no sale  
lien of this mortgage, except as aforesaid, and to pay when due any indebtedness which may  
any unlawful purpose; (7) To keep the mortgaged premises free from liens superior to the

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