

THIS INSTRUMENT WAS PREPARED BY:

Benjamin D. DeBore  
FIRST BANK AND TRUST CO. OF ILLINOIS  
300 EAST NORTHWEST HWY.  
PALATINE, ILLINOIS 60067

Mortgage  
(Corporate Trustee Form)

Loan No.

THIS INSTRUMENT WITNESSETH, That the undersigned

FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation organized and existing under the laws of the STATE OF ILLINOIS not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated AUGUST 31, 1993 and known as trust number 10-1771, hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to

FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation organized and existing under the laws of the 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 43 IN THE SUBDIVISION OF BLOCK 5 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1510 W. WOLFRAM, CHICAGO, ILLINOIS 60657  
P.I.N. 14-29-126-041-0000

Together with all the improvements thereon, all the appurtenances thereto, hereinafter stated, hereinafter placed thereon, including all apparatus, equipment, fixtures or articles, whether real or personal, and all the rights and interests therein, including water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereunder, the fixtures of which are customarily or appropriately, including screens, window shades, air conditioning units, and window blinds, and all other things, fixtures, and water heaters, all of which are intended to be and are hereby declared to be a part of said real estate, and all other things, fixtures, and water heaters, with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, mortgaged, conveyed, and otherwise conveyed to the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, to the uses, intents and effects hereof, from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits shall be deemed waived by the parties hereto.

TO SECURE

(1) the payment of a Note executed by the Mortgagee to the Mortgagee bearing even date herewith in the principal sum of TWO HUNDRED NINETY EIGHT THOUSAND AND NO/100 Dollars

(\$298,000.00) which Note together with interest thereon as therein provided, is payable in monthly installments of INTEREST ONLY ON ALL PRINCIPAL BALANCE OUTSTANDING BEGINNING SEPTEMBER 30, 1993. ALL REMAINING PRINCIPAL AND INTEREST DUE ON DEMAND. Dollars \$ 298,000.00

(2) the performance of all the covenants and obligations of the Mortgagee to the Mortgagee as set forth 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, and according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereon all taxes, special assessments, sewer charges, and sewer service charges against said property, including those heretofore due, and to fund the Mortgagee upon request; duplicate records thereof, and all such dues and charges against said property shall be deemed to be for the purpose of the requirements of this mortgage; (3) To keep the improvements as 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 permit such liability coverage to be maintained by the Mortgagee through 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 insuring provisions to the Mortgagee making them payable to the Mortgagee, and in case of fire or other cause of loss, the Mortgagee shall be authorized to adjust, defend, prosecute, settle and compromise, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, defend, prosecute, settle and compromise, in its discretion, all claims thereunder, and to execute and deliver on behalf of the Mortgagee all necessary orders of loss payment, loss bills, returns and settlements required by the carrier or carriers, and the Mortgagee agrees to sign upon demand all requests, notices 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 satisfaction of the property or upon the indebtedness hereon as in its discretion, but monthly payments shall continue until such indebtedness is paid in full; (4) Immediately after destruction or damage to the improvements and promptly to complete the rebuilding or reconstruction of buildings and improvements now or hereafter on the premises, unless Mortgagee elects to apply to the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste and free from any mechanic's lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgages, mortgages and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee, being first had and obtained, any change of the property for any purpose other than that for which it is now used; (9) Any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, or any purchase or construction upon said property, shall be completed within a reasonable time and buildings or improvements now or at any time in process of erection upon the premises;

B. AT THE BANK'S REQUEST, in order to provide for the payment of taxes, assessments, special assessments, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned pledges to pay to the Mortgagee a pro rata portion of the current year taxes upon the distribution of the tax and the payment of the Mortgagee in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such taxes, which payments may, at the option of the Mortgagee, be included in the monthly payments, which shall be added to the principal sum of the loan, and shall be carried in a separate account and withdrawn from the same pro rata as the taxes and assessments are levied and become due; provided that the Mortgagee shall not be bound to advance any such payments if the same are not paid at the same time and become due; and if the amount estimated to be sufficient to pay said taxes and assessments, the undersigned promises to pay the difference upon demand; if such taxes 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 taxes 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 hereon secured by the amount of such advances and shall be a part of said loan indebtedness under all of the terms of and here and the contract as fully as if a new such note and contract were executed and recorded. 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 provisions 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 Mortgagee's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will, upon demand and money 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 on advances or as here authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose now 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 Mortgagee 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 Mortgagee, the Mortgagee may, without notice to the Mortgagee, demand or exercise an interest with reference to the mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may further to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt secured.

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FIRST BANK & TRUST CO. OF ILLINOIS  
300 E. NORTHWEST HIGHWAY  
PALATINE, ILLINOIS 60067

Handwritten initials/signature.

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G. That title is of the essence hereof and the mortgagor covenants to execute and record a deed of conveyance hereunto... making any payment under said note or obligation of any interest in the premises...

H. That the Mortgagor may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument...

I. In case the mortgaged premises or any part thereof shall be taken by condemnation... the Mortgagor 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...

J. All easements, tenes, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee... whether how due or hereafter to be come due under or by virtue of any lease or agreement for the use or occupancy of said property...

K. That upon the completion of any foreclosure proceeding hereunder... the court in which such bill is filed may at any time order before or after sale and without notice to the Mortgagor...

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 enforced concurrently therewith...

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption hereunder...

N. The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to or the consent, approval or agreement of other parties in interest...

O. This mortgage is executed by the undersigned and personally by as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and mortgagee hereby warrants that it possesses full power and authority to execute this instrument...

IN WITNESS WHEREOF, the undersigned corporation, not personally but by its Trustee as aforesaid, has caused these presents to be signed by its ASS'T TRUST OFFICER and its corporate seal to be hereunto affixed and attested by its ASS'T TRUST OFFICER

XXXXXX this 31ST day of AUGUST 1993

ALLIED FIRST BANK AND TRUST COMPANY OF ILLINOIS BY: Michael J. Kalitowski ASSISTANT TRUST OFFICER

STATE OF ILLINOIS COUNTY OF COOK In the undersigned BRETT L. BISHOV a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL J. KALITOWSKI ASS'T TRUST OFFICER of FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation and BENJAMIN D. DOBREI personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto...

GIVEN under my hand and seal this 31ST day of AUGUST A.D. 1993 OFFICIAL SEAL (BRETT L. BISHOV) NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3-1-97

P. THE BANK RECOGNIZES THAT THERE WILL BE A \$40,000.00 SECOND MORTGAGE ON THE PROPERTY THAT WILL BE UNCONDITIONALLY SECONDARY AND SUBORDINATES TO FIRST BANK'S LOAN AND MORTGAGE.

FIRST BANK & TRUST CO. OF ILLINOIS 300 E. NORTHWEST HIGHWAY PALATINE, ILLINOIS 60067

