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| THE MORTGAGOR(S): STATE BANK OF COUNT | | | | |
| MARCH 1.7, 1987 AND KNOWN AS TRUST I | 10. 87-257, AND | NOT PERSONAL | LY. | <u> </u> |
| of the City of COUNTRYS I DE | , County o | 1 <u>000</u> K | 24 (27) | totalisti Mikasa Silandi Tiranggan Silandi |
| of the City of CONTRYSIDE and State of ILL'INDIS hereb an illinois banking corporation with its principal place of ment of the indebtedness described herein, the following | neactines biobeits local | 144 H | فراهم بهارا معاولة والمعارفين فيتأنيه فكوفروس ومسره | F COUNTRYSIDE to secure the pay |
| COOK County in the State | of Illinois: | $C_{ij}(x) = C_{ij}(x) + C_{ij}(x) + O_{ij}(x)$ | | gymus opsydding generally Ciffrig gymus yr hannyr |
| | | | | |
| LOT 108 IN EQUESTRIAN ESTA SECTION 24, TOWNSHIP 37 NO MERIDIAN, IN COOK COUNTY, | RTH, RANCE 11, | IN THE NORTH | VEST 1/4 OF THIRD PRINCIPAL | |
| P. I. N. 22-24-105-011 | | | 0.00012 | |
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| which has a common address of 22 - 115TH STF | KET | | A complete to the first conse | |
| which has a common add ass of 22 - 115TH STF Street), LEMONT (City), | Illinois 601 | 139 | (Zip Code). ("Pro | operty Address") |
| Streeth, Colly, | ereafter erected on the r rights and stock and s Mortgage. All of the fo | property, and all ea all fixtures now o pregoing is referred | sements, rights, appur, hereafter a part of to in this Mortgage at | rtenances, rents the property. Al s the "Property." |
| MORTGAGOR(s). COVENANT(s) that Mr. (gagor(s) are law and convey the Property and that the Property is unencum generally, the title to the Property against a rolling and Mortgagor(s) to | viuny seized of the endur thered, except for endur damands, subject to so | ite nereby,conveyed nbrances of record, v.encumbrances of | i and nave the right to Mortgagor(s):warrant(s .record: There.ls a:pric | nongaga; grant and will dejend morteses from |
| SOUTHWEST FEDERAL SAVINGS | AND LOAN ASSOCI | ATION dated | 10-04-89 | starte or group our Mit |
| SOUTHWEST FEDERAL SAVINGS | satisfy a reconstruction | | grammed the second | and districting of |
| AORTGAGOR(S) hereby release(s) and waive(s) all right inited States of America: This Mortgage secures the performance of the obligations are with, between Mortgagor(s) and Mortgagee and any a hent may be inspected at the Mortgagee's office. This Midulate advances as are made pursuant to such Agreement dvances were made on the date of the execution of this Midulate and lathough there may be no indebtedness outstanding the state of the security of the secure of | nger and by virtue of the | e homestead exemp | tion laws of the State | of Illinois and the |
| this tractages applies the performance of the childrellone | | a Equillas Agreema | and Note / Agreeme | ne's of night days |

sum of **ONE HUNDRED FIFTY THOUSAND AND 00/100**---Dollars (U.S.\$ *150,000,00*** Dollars (U.S.3: 150-000-00*** |) plus interest thereon and any disburcer white made for the payment of taxes, special assessments, or insurance on the real property described herein, plus interest on such disburse ments.

CONVENENTS. Mortgagor(s) and Mortgagee covenant and agree as follows:

- 1. Payment of Principal and Interest. Mortgegor(s) shall promptly pay when due the p incipe of and interest on the debt evidenced by the Agreement, as set forth therein.
- 2. Application of Payments. All payments received by Mortgages shall be applied to the arnuil (ee, interest due; and then, to principal,
- 3. Charges and Llens. Mortgagor(s) shall pay all taxes, assessments, charges, (lines and Impostion's attributable to the Property which may attain priority over this Mortgage; and leasehold payments or ground rents, if any. Mortgagor(s, shall promptly furnish to Mortgages all notices of amounts to be paid under this paragraph. The Mortgagor(s) shall make these payments of scity, and promptly furnish to Mortgagor(s) shall make these payments of scity, and promptly furnish to Mortgagor(s). receipts evidencing the payments.

Mortgagor(s) shall promptly discharge any lien which has priority over this Mortgage other than the prior mortgage described above, unless Mortgagor(s); (a) agree(s) in writing to the payment of the obligation secured by the ilen in a manne acceptable to Mortgages; (b) Mortgages; (c) Mortgages; (d) contest(s) in good talth the lien by or defends against enforcement of the lien in legal proceedings, which in the Mortgages's opinion operaticity reventities enforcement of the lien or lorfeiture of any part of the Property; or (c) secure(s) from the "older of the lien an agreement satisfactory to Mortgages subordinating the lien to this Mortgage. If Mortgages determines that any part of the "or party is subject to allen which may attain priority over this Mortgage, Mortgages may give Mortgagor(s) a notice identifying the lien. Mortgagor(s) shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

A Hazard Insurance Mortgagor(3) shall be improved to a content of the content of the improved to a content of the content o

lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard insurance. Mortgagor(s) shall keep the improvements now existing or hereafter erected on the Propert, insured against lose or damage by fire hazards included within the term, "extended coverage" and any other hazards for which Mortgagee requires. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance darrier providing the insurance shall be chosen by Mortgage(s) subject to Mortgagee's approval which shall not be turies sometry, withheld.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgage diause. Mortgagee shall have the right to hold the policies, and renewals. If Mortgagee requires, Mortgage(s) shall promptly give to Mortgagee shall have premiums and renewal notices; in the event of loss, Mortgage(s) shall give prompt notice to the insurance carrier and Mortgagee may make proof of loss if not made, promptly of Mortgagor(s).

Unless Mortgagee and Mortgagor(s) otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is not accommically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Mortgage, whether or not then due, and any excess paid to Mortgage(s) in Mortgage(s) shall property or does not allower within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgage, whether or not then due, and any excess paid to Mortgage(s) the Mortgage(s) shall property or does not allower within thirty (30) days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgage, whether or not then due, and any excess paid to Mortgagee Mortgage (s) in the Mortgage may collect the insurance proceeds. Mortgagee may collect the insurance proceeds in the Property or does not allow

- 5. Preservation and Maintenance of Property: Leaseholds. Mortgagor(s) shall maintain the Property in good condition and repair and shall not commit waste or allow the Property to deteriorate. Mortgagor(s) shall comply with or cause to be compiled with all statutes ordinances and requirements of any governmental authority relating to the Property. Mortgagor(s) shall not remove, destroy, damage or materially alter any building or other property now or hereafter covered by the liter of this Mortgago, without the prior written consent of the Mortgagor is on a leasehold, Mortgagor(s) shall comply with the provisions of the lease, and if Mortgagor(s) acquire(s) fee title to the Property, the leasehold and fee title shall not merge unless Mortgages agrees to the merger in writing.
- the leasehold and lee title shall not merge unless Mortgages agrees to the merger in writing.

 6. Protection of Mortgages's Rights in the Property. If Mortgagor(s) fall(s) to perform the coverants and agraements contained in this Mortgage, or there is a legal proceeding that may significantly affect Mortgages's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, to reclosure or to enforce laws or regulations), then Mortgages may do and pay for whatever is necessary to protect the value of the Property and Mortgages's rights in the Property. Mortgages actions may include paying any sums secured by a flen which has priority over this Mortgages, appearing in court, paying reasonable attorneys' fees and costs and entering on the Property to make repairs. Although Mortgages may take action under this paragraph, Mortgages does not have to do so.

 Any amounts disbursed by Mortgages under this paragraph shall become additional indebtedness secured by this Mortgage. Unless Mortgages's additional indebtedness secured by this Mortgage. With interest, upon notice from Mortgages of Mortgagor(s) requesting payment.

 7. Inspection. Mortgages or its agent may make reasonable entries upon the inspection.

 8. Protection with the Property (such as a proceeding in bankruptcy). Mortgages shall give Mortgagor(s) notice at the time of or prior to an inspection specifying reasonable cause for the inspection.



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8. Condemnation. The proceeds of a type of or the first of the consequent al, it is not eation with any condemnation or other taking of any part of the Property, or it is not easily and it condemnation, are lively assigned and shall be paid or Mortgages. In the event of a total taking of Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor(s). In the event of a partial taking of the Property, unless Mortgagor(s) and Mortgage otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking.

Any belence shall be paid to Mortgagor(s). Any balance shall be paid to Mortgagor(s). If the Property is abandoned by Mortgagor(s), of it, after notice by Mortgages to Mortgagor(s) that the condemnor offers to make an award or settle a claim for damages, Mortgagor(s) fall(s) to respond to Mortgages within thirty (30) days after the date the notice is given, Mortgages is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. 9. Mortgagor(s) Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor(s) shall not operate to release the (lability of the original Mortgagor(s) or Mortgagor(s) successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgagor by reason of any demand made by the original Mortgagor(s) or Mortgagor(s) successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be deemed a waiver of or preclude the exercise of any right or remedy. 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgages and Mortgagor(s), subject to the provisions of Paragraph 15. Mortgagor(s) covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement; (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagoe and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent. 11. Lean Charges. If the loan secured by this Mortgage is subject to a law which sets maximum to an charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums stready collected from Mortgagor(s) which exceed permitted limits will be refunded to Mortgagor(s). Mortgagor may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Mortgagor(s). If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement. 12. Notices. Any notice to viortgagor(s) provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor(s) designate(s) in writing to hiortgages. Any notice to Mortgagee shall be diven by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates in writing to Mortgagor(s). Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor(s) or Mortgagor(s) as provided in this paragraph. 13. Governing Law: Soverability. This Mortgage shall be governed by the law of Illinois, except to the extent that federal law is applicable. In the event that any provision or one is of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declaration be severable. 14. Mortgagor(s)' Copy. Each Mortgagor's hall be given one conformed copy of the Agreement and this Mortgage. 15. Transfer of the Property or a Beneficts' interest in Mortgagor(s); Due on Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor) is not a natural person) without Mortgagoe's prior written consent, Mortgagoe may, at its option, re ture immediate payment in full of all sums secured by this Mortgago. However, this option shall not be exercised by Mortgagoe if exercise. If prohibited by federal law as of the date of this Mortgago.

If Mortgagoe exercises this option, Mortgagoe shall closs for the Agreement and this Mortgago.

If Mortgagoe exercises this option, Mortgagoe shall closs for the date of this Mortgago. If Mortgagoe exercises the option with an initial sold of the mortgagor of the date of the mortgagor of the mortgagor of the date of the mortgagor of the 16. Prior Mortgage. Mortgagor(s) shall not be in default of any provision of any prior mortgage. ADDITIONAL COVENANTS. Mortgagor(s) and Mortgages (untile covenant and agree for follows: ADDITIONAL COVENANTS. Mortgagor(s) and Mortgages (unit, exceverant and agree for follows:

17. Acceleration and Remedies. All sums secured by this Mortg ge shall be due and payable at the option of the Mortgages upon the occurrence of any one of the following events: (a) if Mortgagor(s) (all(s) to John by with any repayment term or condition of the Equiline Agreement and Note; (b) if Mortgagor(s) has/have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagor(s) has/have engaged in any action or has/have failed to at the way which adversely affects the Mortgage's security or any right of the Mortgage in such security including, but not limited to, (i) of au) in the observance or performance of any of the covenants or agreements of the Mortgage; which default is not corrected by Mortgagor(s) within ten (10) days of the giving of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the Property which is not resolved as set forth in Paragraph 3 (hii) the assignment by Mortgagor(s) for the benefit of readitors (iv) the adjudication of the Mortgagor(s) for the benefit of readitions (iv) the adjudication of the Mortgagor(s) into a set forth in Paragraph 3 (hii) the assignment by under a reaffirmation plan and (v) the sale or transfer of the Mortgagor(s) into as in the Property (or Mortgagor's beneficial interest if Mortgagor is not a natural person) which its accurity for this indebtedness without the Mortgagor's prior written consent; and the entire sum due may forwith be collected by sulf at law, foreclosure of, or other proceedings upon this Mortgagor or by any other legal or equiliable procedure without notice or declaration of such action. Mortgages shall be entitled to collect (mail and proceedings upon this Mortgagor) and paragraph 17, including but not limited to, attorneys' fees, appraiser's fees, court cost is su veys, title searches and similar data.

18. Mortgage in 17, including but not limited to, attorneys' fees, appraiser' 18. Mortgagee in Possession. Upon acceleration under Paragraph 17 or abandonment of the froperty and at any time prior to the expiration of any period of redemption, Mortgagee (in person, by agent or by judicially appointed receive), that be entitled to enter upon, take possession of end manage the Property and to collect the rents, issues and profits of the Property including those past due. Any rents, issues and profits collected by Mortgagee or the receiver shall be applied tirst to payment of the costs of user as ment and operation of the Property, including, but not limited to, receiver's fees, premium on receiver's bonds and reasonable aftorneys' res, and then to the sums secured by this Mortgage. 19. Release. Upon payment of all sums secured by the Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor(s). 20. Riders to this Mortgage. If one or more riders are executed by Mortgagor(s) and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants rid a preements of this Mortgage as if the rider(s) were a part of this Mortgage.

93296062 BY SIGNING BELOW, Mortgagor(s) accept(s) and agree(s) to the terms and covenants in this Mortgage and in ray ider(s) executed by Mortgagor(s) and recorded with it. APRIL IN WITNESS WHEREOF, Mortgagors have set forth their hands and seals this day of STATE BANK OF COUNTRYSIDE AS TRUSTEE TRUST NO. 87-257, AND NOT PERSONALLY ACREEMENT DATED: 03-17-87 AND KNOWN AS UNDER TRUST (SEAL) EFF OF THE CORD TO (SEAL) (SEAL) \$23.50 T#0011 TRAN 0768 04/21/93 14:12:00 STATE OF ILLINOIS 442 # *-93-296D62 COOK COUNTY RECORDER) SS. ООК COUNTY OF note the kill the content of the con susan jutz! & Maureen Brocker bally known to me to be the same person(s) subscribed to the foregoing instrument, appeared before, me this day in person, and signed and delivered sald instrument as Lich official and the lies and purposes the first forth, including the release and waiver of the right of homestead. the and present under the page and purposes the eliment to pay your and the present that the present t ISING THE PROPERTY OF LANDS LINDA J. DILLON Prepared by:

State Bank of Countryside 6734 Jollet Road Countryside, Illinois 60525 (708) 485-3100.

WVIT 10: