

This instrument was prepared by:

Cheryl Figueroa
Central Federal Savings and Loan
Association of Chicago
Belmont at Ashland
Chicago, Illinois 60657

Mortgage
(Individual Form)

Loan No. 11-507065-1

THE UNDERSIGNED,

*****CHRISTOPHER C. NICKELL AND GEORJEAN NICKELL, HIS WIFE OF THE VILLAGE OF LINCOLNWOOD,
COUNTY OF COOK, STATE OF ILLINOIS AND BRANT T. NEUNEKER, A BACHELOR*****
of the City of Chicago, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to
CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

a corporation organized and existing under the laws of the United States of America
hereinafter referred to as the Mortgagee, the following real estate in the County of Cook
in the State of Illinois, to-wit:

LOT 37 IN H.M. THOMPSON RESUBDIVISION OF BLOCK 4 OF CANAL TRUSTEES'
SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1932 W. SUPERIOR ST., CHICAGO, IL 60622

P/R/E/I #17-07-200-034-0000

27m

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 things now or hereafter therein 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, lin-a-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 mortgages, lienholders 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 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 hereby release and waive.

TO SECURE

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

*****NINETY-FIVE THOUSAND AND NO/100***** Dollars

(\$ *****95,000.00*****), which Note, together with interest thereon as therein provided, is payable in monthly installments of *****Seven Hundred Forty-Nine and 04/100***** Dollars, which amount may change to reflect changes in the interest rate from time to time in accordance with the Rider attached hereto and made a part hereof.

(\$ *****95,000.00*****), commencing the first (1st) day of May, 1993, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, 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 *****Ninety-Five Thousand and NO/100***** Dollars (\$ *****95,000.00*****), 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, as 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 assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts herefor, and all such items extended 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 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 grantees 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 in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) 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; (5) 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; (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 mortgaged premises and the use hereof; (8) 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, 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.

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, I promise to pay to the Mortgagee, a pro rata portion of the current year taxes upon the disturbance of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such 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, I promise 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 if 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 advance 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 repay 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 nor 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.

PHK 93011036/7384168 N/A

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APR 22 11:51 AM '93

Belmont At Ashland
1601 W. Belmont Ave.
Chicago, Illinois 60657

CENTRAL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CHICAGO

MAIL TO:

GIVEN under my hand and Notarial Seal, this 19th day of April, A.D. 1993, in presence of the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ***Brant T. Nunecker, a bachelor***

personally known to me to be the same person whose name is subscribed to the foregoing instrument and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ***Brant T. Nunecker, a bachelor***

STATE OF ILLINOIS COUNTY OF COOK

BRANT T. NUNECKER (SEAL)

CHRISTOPHER C. NIKRELL (SEAL)

APRIL 19 1993

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 19th day of April, A.D. 1993

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage

to terminate any lease junior to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and shall in no manner affect the right of foreclosure of the mortgage of performance of any covenant herein or in said other instruments.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such suit is filed may at any time, either before or after sale, or whether the same shall be conducted by the Mortgagor or any other party claiming under him, and without regard to the priority of the mortgage or of any other lien or interest in the property, order that the proceeds of the sale be applied to the payment of the principal of the mortgage, interest, taxes and costs of sale, and that the balance of the proceeds be paid to the Mortgagor or to such other party as may be designated in writing by the Mortgagor.

M. That the Mortgagor may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

N. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

O. That this is of the essence hereof and it shall be made in performance of any covenant herein contained or in making any payment under said note and in any event the Mortgagee shall be entitled to enforce any other lien or mortgage or any other security interest in any property, or upon the death of or transfer of or assignment of or assignment of beneficial interest in said property, without the written consent of the Mortgagor, or upon the death of or transfer of or assignment of or assignment of beneficial interest in said property, or upon the death of or transfer of or assignment of or assignment of beneficial interest in said property, or upon the death of or transfer of or assignment of or assignment of beneficial interest in said property.

P. 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, and may foreclose 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 hereby secured.

Q. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

R. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

S. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

T. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

U. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

V. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

W. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

X. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

Y. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

Z. That the Mortgagee may employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the instrument, or any litigation in which the Mortgagee may be involved, and the Mortgagee shall not be liable for the cost of such legal services.

OFFICIAL SEAL
CHERYL FIGUEROA
Notary Public, State of Illinois
My Commission Expires 2-13-94

9876543210

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RIDER TO MORTGAGE

This Rider is attached to and made a part of a certain Mortgage dated-----
April 19, 1993 made by ***Christopher C. Nickell and Georjean Nickell,
his wife AND Brant T. Neuneker, a bachelor***-----

to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

LOAN NUMBER 11-507065-1

This Rider made this 19th day of April, 1993, as an addition and modification to the Mortgage wherein ***Christopher C. Nickell and Georjean Nickell, his wife AND Brant T. Neuneker, a bachelor***----- is designated as "Mortgagor" and CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO is designated as "Mortgagee".

The interest rate the Mortgagor will pay may change on the ***First*** (*1ST*) day of June, 1996, and on that day of the month every ***Thirty-Six*** (**36**) months thereafter. Each date on which the interest rate could change is called a "Change Date".

Beginning with the first Change Date, the interest rate will be based on an "Index". The Index is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of ***Three*** year(s), as made available by the Federal Reserve Board. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Mortgagee will choose a new index which is based upon comparable information. The Mortgagee will give the Mortgagor notice of its choice.

Before each Change Date, the Mortgagee will calculate the new interest rate by adding ***Three and One-half*** percentage points (***3.50%***) to the Current Index. The sum will be the new interest rate.

The Mortgagee will then determine the amount of the monthly payment that would be sufficient to repay in full the principal the Mortgagor is expected to owe on the Change Date in substantially equal payments based upon the remaining amortization period of the loan at the new interest rate. The result of this calculation will be the new amount of the monthly payment.

The new interest rate will become effective on each Change Date. Mortgagor will pay the amount of the new monthly payment beginning on each Change Date until the amount of the monthly payment changes again.

In the event of any default in payment of any monthly instalment or default in the Mortgage securing the Note, the interest shall accrue on all the unpaid principal and interest at ***One and One-Half*** percent (***1.50%***) above the current rate in effect at the time of default until such default is cured. Monthly payments will be in default if not received by the end of the 20th day of the month or on the preceding business day if a legal holiday or nonbusiness day.

THIS LOAN MAY NOT BE PREPAID WITHOUT PENALTY, except as hereinafter provided. In the event of any tender or prepayment of principal hereunder, a prepayment penalty shall be immediately due and owing from the Mortgagor to Mortgagee in an amount equal to six (6) months interest at the then prevailing rate of interest hereunder as applied to the principal balance due and owing immediately prior to any such tender or prepayment of principal. The Mortgagor may avoid incurring a prepayment penalty as provided herein only upon strict compliance with the following provision. The Mortgagor shall have a two-month period, commencing on ***April 1st*** of any year in which a Change Date occurs and terminating on the Change Date, within which a prepayment of all or any part of this loan may be made without penalty; provided, however, that Mortgagor shall give to Mortgagee its written notice at least 30 days in advance of such prepayment, that it intends to prepay all or part of this loan within the above-described penalty-free prepayment "window". In the absence of strict compliance by the Mortgagor with the foregoing provisions, any and all other tenders or prepayments may be made only with the payment of the prepayment penalty set forth above.

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In this regard, Mortgagor and Mortgagee agree and acknowledge that, with respect to the matter of a prepayment penalty being incurred and to that extent only, the interest rate Change Date for which provision is made in this loan is in the nature of a series of three-year loans subject to renewals for subsequent three-year terms at then prevailing interest rates as provided herein. So long as the Mortgagor does not pay off this loan in full within any two-month "window" period immediately prior to a Change Date, the intent of this loan is to preclude any prepayments of principal without a penalty as provided herein during the next three-year period until the two-month "window" period for prepayment next occurs.

Notwithstanding any provision contained herein to the contrary, this loan should not be construed as in any way affecting the Maturity Date as provided herein.


THE ENTIRE UNPAID PRINCIPAL BALANCE AND ANY UNPAID ACCRUED INTEREST THEREON, IF NOT SOONER PAID, SHALL BE DUE AND PAYABLE IN FULL ON April 1, 2005.



Brant T. Neuneker



Christopher C. Nickell



Georjean Nickell

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