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Coot County Clarks Office

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL 1: UNIT NUMBER 2, BUILDING 18, LOT 5. IN LAKESIDE VILLAS, UNIT NUMBER 2, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIMOIS,

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 AS SET FORTH IN THE DECLARATION DATED LECEMBER 9, 1971 AND RECORDED DECEMBER 17, 1971 AS DOCUMENT 22751908 AS AMENDED BY DOCUMENT DATED MARCH 23, 1972 AND RECORDED MARCH 30, 1972 AS DOCUMENT 21851782 AND FURTHER AMENDED BY DOCUMENT DATED APRIL 25, 1972 AND RECORDED MAY 1, 1972 AS DOCUMENT 21884592 AND FURTHER AMENDED BY DOCUMENT DATED MAY 8, 1972 AND RECORDED MAY 15, 1972 AS DOCUMENT 21902197, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 03-09-404-068

93804753

Loan Number: 3360020026

Original document Midland Savings Bank

ALEXANDER RAPPOPORT

ELENA RAPPOPORT

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Property of Cook County Clerk's Office,

to the Auto-Called and Called Street

- 1. Payments, I agree to make all payments on the secured dobt when due. Unless we agree otherwise, any payments you receive from me or for my benefic will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal, if partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, lions and encumbrances on the property when due and will defend title to the property against any claims which would impak the lion of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms acceptable to you at my expanse and for your banefit. You will be named as loss payed or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any abligation secured by this mortgage. Attorneys' fees include those awarded by an appoilate court, I will pay those amounts to you as provided in Covenant 10 of this mortgage.
- 8. Default and Acceleration. If I fall to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demend immediate payment and exercise any other remedy available to you, You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits, I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed teasiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys fees commissions to rents agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Walver of Homestead. I hrzeby waive all right of homestead exemption in the property.
- 9. Leaseholds: Condominium : Plenned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a landominium of a planned unit development, I will perform all of my duties under the development, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgages to Perf in: for Mortgagor. If I fall to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You have sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will been interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11, inspection. You may enter the property to inspect if you give me notice beforehend. The notice must state the reasonable cause for your inspection.
- 12. Condemnation, I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provider in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy available to you, you do not rive up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the rivent a default if it happens again.
- 14. Joint and Several Liability: Co-signers: Successors and Assigns Boun . . Il duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage . It interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make ray other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this includes.

The duties and benefits of this mortgage shall bind and benefit the successors and areigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by deliving it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by partified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner state? et ave.

- 16. Transfer of the Property or a Beneficial interest in the Mortgagor. If all or any part of the picpe ty or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a baneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release, When I have paid the secured debt, you will discharge this mortgage without charge to me., agree to pay all costs to record this mortgage.

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