OR RECORDER'S OFFICE BOX NO. ___

CFALE COPY199454

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THIS INDENTURE, madeFE	ruary 28 19 94	_, between		
Alice J. Loftis				
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		DEPT	F-01 RECORDING	\$23.50
1030 N. State St.,	Chicago, IL	T400	011 TRAN 0374 03/02/	
pay, AND STREET)	Z.V.I. Employees M	oney +25	310 + #-94-19	
Purchase Pension F		. (DOK COUNTY RECORDER	
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	ChicagoIL			
(NO. AND STREET)	(STV) ST	ATE:	hans Sansa Cae Dagadas's Neg	3ab
bereist referred to as "Mortgagee," an	tnemeth:	^	have Space For Recorder's Use (————
THAT WHEREAS he Mortrag	ors are justly indebted to the Mortgage	e upon the initaliment note of	even date herewith, in the pris	respail sum of
One Hund To Thou		-		DOLLARS
(5 100,000.00), payab	le to the order of and delivered to the Mo	rigages, in and by which note th	e Mortgagors promise to pay the	said principal
sum and interest at the cate and in inst	allments as provided in said note, with a	imal payment of the halance due	control 28th day of Feb	ruary
2014 and all of said principal and little	erest are made payable at such place as th	e holders of the note may, from t	ime to time, in writing appoint, a	nd in absence
of such appointment, then at the wife	e of the Morigagee at			
	<u></u>			
and limitations of this mortgage, and consideration of the sum of One Dolla Mortgagee, and the Mortgagee's succe	the performance of the covenants and a the performance of the covenants and a ten by a paid, the receipt whereof is here secors and armons, the following described in i.e.a.g.(1)	greements herein contained, by by acknowledged, do by these pi Real Estate and all of their estat	the Mortgagors to be performed esents CONVEY AND WARR, c, right, title and interest therem	d, and also in ANT unto the , situate, hing
and the same same				
PARCEL 1: Unit 09B	together with its u	ndivided percen	tage interest in	n the
	Newberry Plaza Cond			
	recorded as documen			
3 and 4, Township	39 North, Range 14,	East of the Thi	rd Principal	
Meridian, in Cook (County, Illinoi		_	_
PARCEL 2: Easements	s for ingress and 🔄	ress for the be	nefit of Parcel	l as
set forth and defin	ned in document no.	25773375, in Co	ok County, Illii	nois.
		7 .		
		7/,		
		46		_
which, with the property hereinafter of	lescribed, is referred to herein as the "pro	mises,"	6445955	1
which, with the property hereinafter d			9410975	4
which, with the property hereinafter of Permanent Real Estate Index Number	17 04 424 051 1		9410955	· 1
Permanent Real Estate Index Number	r(s): 17 04 424 051 1	061 Vc1. 499		
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THE COVENANTS, CONDITIONS NO ROTISION BETWEEN TOOM PASSE OF THIS MORTGAGER

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and apon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of crection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by taw or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagers, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured by mortgages or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such taw. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagoe, and the Mortgagoe's successors or assigns, against any liability incorred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time is the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall eee all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or terairing the some or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgages, under insurance policies payable, indicate of loss or damage, to Mortgages, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall cliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver tensial policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morting and may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expecient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premise. It contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee protect the mortgaged premises and the lien hereof, [nai] be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest tiered at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accrume to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or into or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness hereis mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagers, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein containe(.)
- 10. When the inceptedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there sind, he allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of fille, title searches, and examinations, title insurance policies, Torrans certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be had russ and to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate in Cankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the polowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are included in the preceding parameter of second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the proceeding parameter in the proceeding parameter of second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the proceeding parameter in the proceeding para
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the remises or whether the same shall be then occupied as a homestead or not, and the Mortgage may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
 - 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
 - 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
 - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provitions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
 - 12. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
 - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.