TRUSTEE'S DE RICAN TITLE order #1

THIS INDENTURE, made this 17th 1995 day of AUGUST

known as Trust Number 115093-04

party of the first part, and

between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement, dated the 1ST DAY OF FEBRUARY, 1992

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| , | DEFT-01 RECORDING | \$25.50 |
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| | - 47432 4 段V 🗰 | -95-599586 |
| , | COOK COUNTY RE | CORDER |

GARY L. ROTHSCHILD AND JENNIFER K. ROTHSCHILD, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COLMON, BUT TENANTS BY THE ENTIRETY, 1801 NORTH DAYTON, CHICAGO IL 60614

party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum bt TEN DOLLARS----------(\$10.00)------- Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto exist party/parties of the second part, the following described real estate, situated in County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

| Commonly Known As 1819 NORTH DAYTON CHICAGO IL 60614 |
|--|
|--|

Property Index Number 14-32-414-071-1004

together with the tenements and appurtenances thereunto belonging

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof,

forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto allixed, and has

caused its name to be signed to these presents by one of its officers, the day food year first above written.



AMERICAN NATIONAL BANK AND WUST COMPANY OF CHICAGO Trustee, as aforesaid, and not personally, TRUST OFFICER MICHAEL WANG

| STATE | OF. | iL | LINOIS |
|-------|-----|----|--------|
| COUNT | ΥC |)F | COOK |

ANNETTE G. FLOOD

, a Notary Public in and for

) said County, in the State aforesaid, do hereby certify

MICHAEL WANG an officer of American National Bank and Trust Company of

Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set torth GIVEN under my hand and seal this 17TH day of AUGUS 1995

GIVEN under my hand and seal this

day of

'OFFICIAL SEAL" ANNETTE G. FLOOD Notary Public, State of Illinois My Commission Expires 10/20/98 PUBLIC

Prepared By: American National Bank & Trust Company of Chicago MICHAEL WANG TRUST OFFICER MAIL TO:

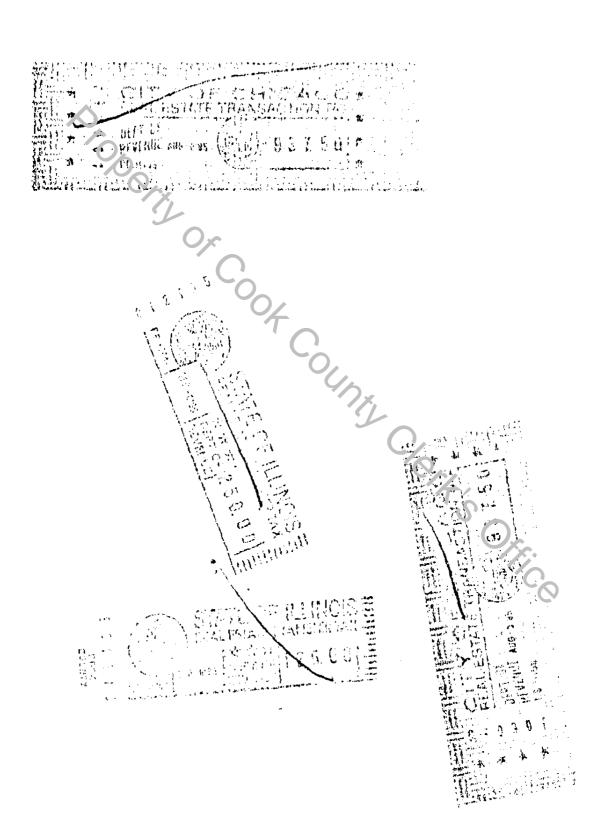


EXHIBIT A

Legal Description

UNIT 1819 IN WILLOW DAYTON PLACE TOWNHOUSE CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

LOTE 41 TO 47 BOTH INCLUSIVE AND THE WEST 60 FEET OF LOT 48 (EXCEPT THE SOUTH 7.52 FEET THEREOF) IN SUB-BLOCK 1 OF THE SUBDIVISION OF BLOCK 5 IN SHEFFIELD'S ADDITION TO CHICAGO, IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As:

1819 North Dayton

Chicago, Illinois 60614

PIN:

14-32-414-071-1004

Subject to:

covenants, conditions and restrictions of record that do not prohibit or restrict the use of the property as a single family residence and are not violated; public and utility easements that do not prohibit or restrict the use of the property as a single family residence and are not violated; general real estate taxes for the year 1994 and subsequent years

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UNOFFIETALEMPY CHANGE OF INFORMATION FORM

| SCANABLE DOCUMENT - R | EAD THE FOLLOWING RULES | | | | | |
|---|--|--|--|--|--|--|
| Changes must be kept in the space limitations shown DO NOT use punctuation | Print in CAPITAL LETTERS with BLACK PEN ONLY Allow only one space between names, numbers and addresses | | | | | |
| SPECIAL NOTE: | | | | | | |
| | | | | | | |
| If a TRUST number is involved, it must be put with the NAME, leave one space between the name and number If you do not have enough room for your full name, just your last name will be adequate | | | | | | |
| | UST BE INCLUDED ON EVERY FORM | | | | | |
| PIN | [• | | | | | |
| 1 4 - 32 - 414 | 1-01711-1101014 | | | | | |
| NAME GARY ROTHSC | HICD | | | | | |
| MAILING ADDRESS: | | | | | | |
| STREET NUMBER STREET NAME = APT or UNIT | | | | | | |
| 1819 NORTH | OPOTON TIPPS THEISURER | | | | | |
| CITY | 71995 CIRER | | | | | |
| CHICAG | O GEP WILL WEARD | | | | | |
| STATE: ZIP: | FILE WILLIAM | | | | | |
| T.L. 600 | 6 14 - | | | | | |
| | (n) | | | | | |
| PROPERTY ADDRESS: | | | | | | |
| STREET NUMBER STREET N | ADDRESS: IAME = APT or UNIT DAY FON ON ON ON ON ON ON ON ON ON | | | | | |
| CITY C H I C A 6 | | | | | | |
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- signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Revolving Credit Loan Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Revolving Credit Loan Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Revolving Credit Loan Agreement without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
 - 11. Notice Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
 - 12. Governing Law; Severability The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Revolving Credit Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Revolving Credit Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Revolving Credit Loan Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
 - 13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Revolving Credit Loan Agreement and of this Mortgage at the time of execution or after recordation hereof.
 - 14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
 - any part of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing

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an option to purchase, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 11 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, or in the Revolving Credit Loan Agreement, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, simil give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the Notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- Notwithstanding Lender's Borrower's Right to Reinstate. acceleration of the sums secured by this Mortgage dve to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Revolving Credit Loan Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by Upon such payment and cure by this Mortgage shall continue unimpaired. Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph

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16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

- 19. Release. Upon payment of all sums secured by this Mortgage, and upon receipt of its reasonable release charges, Lender, upon Borrower's written request, shall release this Mortgage.
- 20. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

NOTICE TO THIRD FARTIES AND SUBSEQUENT JUNIOR LIEN HOLDERS:

21. Revolving Line. This Mortgage is a revolving line of credit, calling for advances up to the amount set forth in the Mortgage. The formula for computing interest is as follows:

An Annual Percentage Rare which is variable and equal to the prime lending rate as published in <u>The Wall Street Journal</u>, plus one point (1.00%). The rate may adjust semi-annually. The maximum interest rate under this Mortgage is 18.00% per annum.

- 22. Future Advances. This Mortgage shall secure all future advances made within twenty (20) years from the date of this Mortgage as set forth in Illinois Compiled Statutes, 205 ILCS 305/46 and as amended. However, no advances will be made beyond the 15th year of the term of this Mortgage.
- 23. Priority of Future Advances. All future advances shall have the same priority as if advanced at the date of this Mortgage.

REQUEST FOR NOTICE OF DEFAULT
-----AND FORECLOSURE UNDER SUPERIOR------MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

VITO V. GENTILE (1

__(seal)

Silly Sentile (seal)

STATE OF ILLINOIS)
COUNTY OF C O O K)

I, JOEL GOLDMAN, a Notary Public in and for said county and state, do hereby certify that VITO V. GENTILE IND ELLEN S. GENTILE, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of August, 1995.

Notary Public

(SEAL)

"OFFICIAL SEAL"
Joel Goldman
Notary Public, State of Illinois
My Commission Expires 2/296

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