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RECORDED RECORDING \$35.00
LAWSON TRAN 0325 09/29/95 1417100
12544 E RV #55-663647
COOK COUNTY RECORDER



REAL ESTATE MORTGAGE

Bank One Financial Services, Inc.

LASALLE NATIONAL TRUST, N.A. Successor Trustee to

Account No. 12199

THIS MORTGAGE made this 25th day of SEPTEMBER 1995, between the Mortgagee, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 16, 1990, whose address is 2304 S RIDGEWAY CHICAGO IL 60623 (herein "Mortgagee"), and the

Mortgagor, BANC ONE FINANCIAL SERVICES, INC., an Indiana Corporation, whose address is 2500 HIGHLAND AV #105 LOMBARD IL 60148 (herein "Mortgagor").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of \$ 36082.47, which indebtedness is evidenced by Mortgagor's note or other debt instrument dated SEPTEMBER 25, 1995 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 01, 2005.

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, with interest thereon, together with any renewals, modifications or extensions thereof, either in whole or in part, and payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of COOK, State of Illinois:

LJT 2 (EXCEPT THE WEST 18 FEET AND EXCEPT THAT PART TAKEN FOR SONNEY AVENUE) IN C.L. SONNEY'S RESUBDIVISION OF LOTS 14 TO 19 IN KING'S GARDEN SUBDIVISION OF BLOCK 6 OF C.L. MEANY'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 29 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX ID: 16-26-104-054

MAIL TO BOX 352

AND KNOWN AS TRUST NO. 115385

481618

which has the address of 2304 S RIDGEWAY CHICAGO, IL 60623 (herein "Property Address") (Address) (City) Illinois

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining attached to, or used in connection therewith (all of which together with said property) is hereinafter referred to as the "Mortgaged Premises", and all the rents, issues, income and profits thereof.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises, that the Mortgaged Premises are unencumbered (except as has been previously disclosed to Mortgagee), and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Mortgaged Premises.

J. BURR

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Mortgagor covenants and agrees with Mortgagee that:

1. Mortgagor will pay the indebtedness as hereinbefore provided including paying any deficiency hereunder, keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered by fire and extended coverage insurance in amounts as may be required from time to time by Mortgagee and procured from an insurance company chosen by Mortgagor and acceptable to Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage or any lease if this Mortgage is on a leasehold; keep the Mortgaged Premises in good repair; promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement or defense of the terms of this Mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filing, recording and releasing this Mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgagee may pay the same and the Mortgagor shall repay the Mortgagee the amount so paid together with interest at the highest rate provided for in the Note secured hereby not to exceed the highest amount permitted by law, and all sums so paid will be secured by this Mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgagee; the Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose upon default being made in the payment of any of the installments hereinbefore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this Mortgage or of the Note secured hereby, or in the event Mortgagor shall abandon the Mortgaged Premises, die, become bankrupt or insolvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the premises by the Mortgagor without the consent in writing of the Mortgagee, or if waste shall be committed or permitted, or should any action or proceedings be filed in any court to enforce any lien on, claim against, or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the option of the Mortgagee

2. All policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to Mortgagee and to Mortgagor as their respective interests may appear and shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgagee. Mortgagor authorizes Mortgagee to endorse on Mortgagor's behalf drafts reflecting such insurance proceeds, and the proceeds of any condemnation or eminent domain proceedings which are hereby assigned to Mortgagee, provided that Mortgagee shall remit to Mortgagor such surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgagee's sole discretion, to the restoration of the Mortgagor's Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgagee's request, be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.

3. Any forbearance by Mortgagee in exercising any right or remedy hereunder, under the Note or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

4. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. Each provision of this Mortgage shall be construed to the fullest extent possible to be in conformity with any valid and enforceable under all applicable law, but the invalidity or unenforceability of any particular provision of this Mortgage shall not affect or impair the validity or enforceability of any other provision of this Mortgage.

5. Mortgagor waives all right of Homestead Exemption in the mortgaged property described herein.

6. Mortgagor includes each person executing this instrument if more than one, his heirs, successors and assigns and Mortgagee includes its successors, assigns and attorneys.

See Page 3 for Trustee's Exoneration Clause

IN WITNESS WHEREOF, Mortgagor, and each of them, has executed this Mortgage this 26th day of SEPTEMBER 1995

WITNESS:

John Beland

Witness *[Signature]* Mortgagor
LaSalle National Trust, N.A. successor trustee to
LaSalle National Bank as trustee and not personally
Witness under trust no. 12345
By *[Signature]* Mortgagee
Assistant Vice President
Attest *[Signature]*
Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER 1995
by Henry Collins, Assistant Vice President and Nancy A. Stack, Asst. Secretary of LaSalle National
Trust, N.A. SUCCESSOR TRUSTEE TO
BY **LAGALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 16, 1990**

As HIS/HER/THEIR Free and Voluntary act, for the use and purposes therein set forth, including the release and waiver of the Right of Homestead,
*AND KNOWN AS TRUST NO. 12345

Jack [Signature] Notary Public, Cook County
My Commission Expires: 12/12/98

This Instrument prepared by **SYDNEY HAYDEN** 2500 HIGHLAND AV #105 LOMBARD IL 60148
(Name) (Address)

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED September 25, 1995 UNDER TRUST NO. 115385

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, S.A., not personally, but as Trustee under Trust No. 115385 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, S.A. hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given in evidence of the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, S.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, S.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein set in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

115385

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03/01/2017