### COMMERCIAL MORTGAGE

THIS DOCUMENT PREPARTED BY AND UPON RECORDING RETURN TO MAURKEN MCCUK PRAIRIE BANK AND TRUST COMPANY 7661 SOUTH HARLEM AVENUE BRIDGRVIEW, ILLINOIS 60455

COOK COUNTY RECORDER	11/15/95	0004 RECORDIN		11426 29.00
JESSE WHITE		MAII. 95794143		0,50
BRIDGEVIEW OFFICE	11/15/95	01)04	HCH	11126

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The above space is for the recorder's use only

19 95 THIS MORTGAGE made App day of NOVEMBER 19 95, between PRAIRIE BANK AND TRUST COMPANY AS TRUCKE UNDER TRUST AGREEMENT DATED NOVEMBER 8TH, 1995 AND KNOWN AS TRUST 195-066 (herein referred to as "Mortgago.") and the PRAIRIE BANK AND TRUST COMPANY THIS MORTGAGE made day of NOVEMBER between PRAIRIE BANK PRAIRIE BANK AND TRUST COMPANY

(herein referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mor gages in the principal sum of SIXTY THOUSAND AND 00/100 .

Dollars,(\$ 60,000.00

indebtedness is evidenced by Mortgagor's Note or ed POVEMBER 14,1995 (hereinafter referred to as the "Note"), which Note provides for monthly including the of principal and interest of ONLY HONTILLY day of each month commencing with DECEMBER 14, 1995 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 14. 1406 OF NOW, THEREFORE, the Mortgagor, to secure the payment of his Note with interest the feels, the payment of his other sums with interest thereon advanced in accordance herewith to protect to security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of . State of Illinois.

LOT 7 IN BLOCK 6, BEING A SUBDIVISION OF BLOCKS I TO 31 BOTH INCLUSIVE OF W. B. WALKER'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE COUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK SOFFICE COUNTY, ILLINOIS.

95794143

PERMANENT TAX IDENTIFICATION #: 13-14-305-003

Which real estate has the address of 3717 WEST MONTROSE, CHICAGO, ILLINOIS and which, with the property herein described, is referred to herein as the "Premises".

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing); fixtures, apparatus, equipment and articles other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises of

it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed; whether affixed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the 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 Mortgagor's interest in the Premises.

#### IT IS FURTHER UNDERSTOOD THAT:

- Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
- 2. In addition, the 'stortgagor shall:
  - (a) Promptly repair testore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
  - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation v. sv. It taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
  - (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of markes sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, and is said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a claus; satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgage, agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee.

Mortgagee may make proof of loss if not made promptly by Mortgagor. All enewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 40 days notice prior to cancellation.

- (d) Complete within a reasonable time any buildings or improvements now or at any time in process or erection upon said property.
- (c) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien or claim of lien not expressly subordinated to the lien hereof.
- (f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish ner impair its value by any act or outission to act.
- (g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold
- 3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
- 4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted, the Mortgagee may also do any act if it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note hereby shall become so much additional indebtedness hereby secured 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. It shall not obligatory upon the Mortgagee to inquire into the validity of any lien, encambrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring

the Mortgagee to advance any monies for any purpose not to do any act beteunder; and the Mortgagee shall not linear any personal hability because of anything it may do or omit to do hereunder nor shall any acts of Mottgagee act as a waiver of Mottgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to forcelose this Mortgage.

It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mottgagor at the dure hereof or at a later date, or having been advanced, shall have been republik part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of

protecting the security.

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Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, of if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the Illing of a proceeding in bankruntey by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mottgagor abandons the Premises, or falls to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of quother unit, or otherwise) imposed by any comboninium, townhouse, cooperative or similar owners' group, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the flen hereby created or the priority of said fich or any right of the Mortgagee bereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such her an be remedied by Mortgagot, and apply toward the payment of said martinge indobtedness any montes of the Mortgagor held by the alortgagee, and said Mortgagee may also immediately proceed to forcelose this Mortgago, and in any forcelosure a sale may be made of the Premises emmasse without the offering of the several parts separately.

Any sale, conveyance or transfer of any tight, title or interest in the premises or any portion thereof, without the prior written approval of the Mortgagee, or any sale, stansfer or assignment of all or any part of the beneficial interest in any trust holding title to the premises without the prior write a approval of the Mortgagee shall constitute a default bereunder and upon any much default the Mortgagee or the holder of the Note my declare the entire indebtedness evidenced by the Note to be immediately due and

payable and foreclose this Mortgage immediately or at any time during the continuance of the default.

Upon the commencement of any toreclosure presenting hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgapia, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and tent and to collect the rents, issues and profits of sold Premises during the pendency of such foreelosure suit and the statutory period of redemption, and such rents, issues and profits, when coffected, may be applied before as well as after the forcels are sale, towards the payment of the indeligedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in prisonant or not, and if a receiver shall be appointed by shall remain in possession until the expitation of the full period allowed by stap; for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if not deed be issued, until the expitation of the statutory period during which it may be usued and no lease of said Premises shall be millified by the appell arent or entry in possession of a receiver but he may elect to terminate any leave juntor to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of safe all expenditures and expenses appellier with interest thereon at the rate 😭 of TWO Z. OVER (PRIME RATE%) per annum, which may be puld or incurred by or in health of the Mortgagee for attorneys' fees. Mortgagee's fees, appraiser's fees, court costs and costs (which may be estimated as to include froms to be expended after the entry of the decree) and of procuring all such data with respect to fille as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale hold pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and pays ole by the Mortgagor in connection with (a) any proceeding, including probate or bankraptcy proceedings to which either party hereto shall be a party by reason of the Mortgage or the Note hereby secured; or (b) preparations for the accrual of the right to forcelose, whether or not actually commenced; or (c) preparations for the delense of or intervention in any suit or proceeding or any threatened or contentplated suit or proceeding, which might affect the Premises or the security betoof. In the event of a forcelosure sale of said Premises there shall first be paid out of the proceeds thereof all of the aforexaid items, then the entire Indobteduess whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the parchaser shall not be obliged to see to the application of the purchase money.

Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted to Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgago by reason of any domand made by

the original Mortgagor and Mortgagor's successors in interest.

10. If the payment of the indebtedness hereby secured, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be hold to assent to such extension, variation or release, and their liability, and the tien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such

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extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend (including, without limitation, changing the rate of interest or manner of computation thereof), modify extend or release the Note, this Mortgage, or any other document or instrument evidencing, securing or guaranteeing the indebtedness hereby secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien except as otherwise expressly provided in a separate Subordination Agreement by and between Mortgagee and the holder of such junior lien.

- 11. Any forbearance by Mortgagee in exercising any right or remedy between or otherwise afforded by applicable law, shall not be a waiver of or preclude the 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 indebtedness secured by this Mortgage.
- 12. 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.
- 13. The covenants contained berein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagor and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
- 14. Except to the extent any notice shall be required under applicable how to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designors by notice to Mortgagoe as provided herein and any notice to Mortgagoe shall be given by certified mail, teturn receipt requested to of ortgagoe's address stated herein or to such other address as Mortgagoe may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgago shall be deemed to have been given to Mortgagor or Mortgagoe when given in the mar our designated herein.
- 15. Upon payment of all sums secured by his Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations pe any documentation necessary to release this Mortgage.
- 16. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply my such award to amounts due hereunder, or for restoration of the Premises.
- 17. Mortgagor shall not and will not apply for or avail isself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure withis Mortgago, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this him lange on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative connective and of the trust estate, acquiring any interest in or time to the Premises subsequent to the date of this Mortgage.
- 18. This Mortgage shall be poverned by the law of the invisibetion in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of each provision or the remaining provisions of this Mortgage.

BRIDGEVIEW	5.
[SEAL]	PRAIRTE BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATA NOVEMBERSEAL  8. 1995 AND KNOWN AS TRUST 195-066 5 NOT
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PRAIRIE BAHK AND TRUST COMPANY

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