

95021671

THIS INDENTURE WITNESSETH. That the undersigned FIRST NATIONAL BANK OF EVERGREEN PARK, A CORPORATION OF THE UNITED STATES OF AMERICA

not personally but as Trustee under the provisions of a Deed in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated DECEMBER 4, 1992 and known as trust number 12821, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

ORGANIZED & EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA hereinafter referred to as the Mortgagee, the following real estate in the County of COOK in the State of ILLINOIS, to wit:

LOT 219 IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. L. N. 27-08-201-022 VOLUME NO. 146 C/K/A 108TH AVENUE & 143RD STREET, ORLAND PARK, IL.

Together with all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in whole or in part, actually controlled, used by, supplied, heat, gas, conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishings of which by its nature or use is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, carpeting, in part, and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over into the Mortgage, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, bondholders and owners paid off by the priority of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of EIGHT HUNDRED THIRTEEN THOUSAND FIVE HUNDRED TWENTY FOUR & 85/100THS----- Dollars

(\$ 813,524.85), which Note, together with interest thereon as therein provided, is payable in monthly installments of

SIX THOUSAND NINE HUNDRED THIRTY ONE & 77/100THS----- Dollars

(\$ 6,931.77) commencing on the 23RD day of JANUARY 1995, with the UNPAID BALANCE

TO BE PAID BY THE MORTGAGOR TO THE MORTGAGEE OR ITS SUCCESSOR IN INTEREST, AS AN ADVANCE, AT ANY TIME BEFORE THE RELEASE AND CANCELLATION OF THIS MORTGAGE, BUT AT NO TIME SHALL THE MORTGAGE SECURE ADVANCES ON ACCOUNT OF SAID ORIGINAL NOTE TOGETHER WITH SUCH ADDITIONAL ADVANCES, IN A SUM IN EXCESS OF PRINCIPAL PROVIDED THAT NOTHING HEREIN CONTAINED SHALL BE CONSIDERED AS LIMITING THE AMOUNTS THAT SHALL BE SECURED HEREBY WHEN ADVANCED TO PROTECT THE SECURITY OF THIS MORTGAGE WITH COVENANTS CONTAINED IN THE MORTGAGE.

(2) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note. THIS MORTGAGE COVERS ANY RENEWALS OR EXTENSIONS OF THE AFOREMENTIONED NOTE. THE MORTGAGOR COVENANTS: SEE REVERSE FOR ADDITIONAL PROVISIONS

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property, including the real estate taxes, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items required against said property shall be conclusively deemed paid for the purpose of this requirement; (3) To keep and maintain in full force and effect, and to cause to be maintained, all such insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption for the full insurable value thereon in such companies, in such amounts, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period of periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any dividend, or receiver or redemptioner, in any instance in a Master's or Commissioner's deed, and in case of loss under such policies, the Mortgagee is authorized to collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases, and assignments required by the insurer, company, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any such insurance to the restoration of the property to its original condition, or to the extent of such indebtedness, and to complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply the proceeds of any insurance covering such damage to the property to the extent of such indebtedness, and to keep said premises in good condition and repair, without waste, and free from any encumbrances or other lien or claim of lien not expressly subordinated to the mortgage, and to make, suffer or permit any unlawful use of or on its property, not to diminish nor impair its value by any act or omission on its part, or by any act or omission of any third party, with all consequences of law, with respect to mortgaged premises and the use thereof, and to make, suffer or permit, with the written permission of the Mortgagee, being first had and obtained, any use of the property for any purpose other than that for which it is now used, or any alterations of the improvements, appurtenances, fixtures or equipment now or hereafter on said property, or any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay, monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, vary by being commuted with other sums payable in its own funds for the payment of such items, may be carried in a savings account, and withdrawn by it to pay such items, or may be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advances, and shall be a part of said note indebtedness under all of the terms of said note and this contract, as fully as if a new note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act or thing deemed necessary to protect the lien hereby, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes, with all consequences of law, with respect to mortgaged premises and the use thereof, and to make, suffer or permit, with the written permission of the Mortgagee, being first had and obtained, any use of the property for any purpose other than that for which it is now used, or any alterations of the improvements, appurtenances, fixtures or equipment now or hereafter on said property, or any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

E. That it is the intent hereby to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the Mortgagor, and may extend to or may extend time for payment of the debt secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured.

G. That time of the essence hereof and it shall be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the refusal of a preceding lien holder to pay the same, or if the Mortgagor shall make an assignment for the benefit of his creditors, or if his property be sold or otherwise disposed of, or if the Mortgagee shall be satisfied that the Mortgagor is insolvent, or if the Mortgagee shall be satisfied that the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness and interest of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure sale may be made of the premises in mass without offering the several parts separately.

Handwritten notes: 12/3, 0 F/1, 1881 4 85 1/2

Handwritten note: 238

Vertical stamp: 95021671

Vertical stamp: 95021671

Stamp: BOX 333-CTI

