PARKW	AY BANK & TRUST CO.,	AS TRUSTEE White First Federa	I Bank for Savings
1	TRUST AGREEMENT DATE	D MAY 13. (Address) 770 Dundee 1	
1988.	AND KNOWN AS TRUST NU	rust rederal bank for a	Savings
		770 Dundee Road Arlington Heights II 66	0004
		Arlington Heights, IL 60	°°° 95232518
	MORTGAGOR	MORTGAGI	EE
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BER 8825	E MORTGAGE: For value received, I, Al	GREEMENT DATED MAY 13, 1988 AND	KNOWN AS TRUST
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ILLINOIS Ipage 1 of 21

Jan Barrell

Property of Coot County Clert's Office

- 1 Payments I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest end then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all texes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defences which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payed or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the demaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property, I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any coverants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration, If 1 feet to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the menner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rants will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestas. I heraby waive all right or homestead exemption in the property.
- 9. Leaseholds: Condominations: Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a thit in a condominium or a planned unit development, I will perform all of my duties under the covariants, by-laws, or regulations of the condomination or planned unit development.
- 10. Authority of Mortgages to Purtorm for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties of cause them to be performed. You may sign my name or pay any amount if necessary for performance iff any construction on the property is discontinued or not carried on in a leas nable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not practicate you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your accurry interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to instruct from give me notice beforehend. The notice must state the reasonable cause for your inspection.
- 12. Condemnation, I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as priviled in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy evailable to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or new any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successor, and resigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by cartified mail addressed to me at the Property Address or any other address that I toil you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deamed to have been given to either of us when given in the manner state, above,

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured deby Ash may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. He wover, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to n.e. I agree to pay all costs to record this mortgage.

95232518

Property of Cook County Clerk's Office

5232516

### UNOFFICIAL (

EXHIBIT "B"

MORTGAGE

I HISOPRIANCED TO GOVER ON PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as atoresaid in the exercise of the power and antifority conferred application of covering assisting prospersion and PARKWAY BANK AND TRUST COMPANY (berefy) warrants that it possesses to a A CECKECK SCHOOL SHALL newer and authority for vector line inversing not and it expressly understanding agreed that nothing hytein or in said note contained shad be construed as creating any habitity on the said. First Party of on End PARKWAY BANK AND TRESTED SPANN personality to pay the said note or any interest that may accrea therein of any indebtedness account increasing or to perform any convenance there express or implied herein contained, a usuan transition than to perfect was said by Provide and by every person must of increasing and my every person must be necessary and said. PARKWAY BANK AND 181 ST COMPANY persons of article and the properties of the result index of soil note and the owner or owners of any incentedness asset under not owner shall be propertied in the manner nervent interest of the entorcement of the nent nervent created and the manner nervent in the net nervent of the nent nervent of the net nervent of the and in said note provided or by action to enlarge the personal liability of the quaranter. If ans-

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as alorevaid, has caused these projects to be signed by its Vice-President-Trust Officer, and its corporate year to be necessitional difference and attested by its Assistant Vice President, the day and sear tirks

PARKWAY BANK AND TRUST COMPASS As Trustee as aforesaid and not personally. ASST. VICE-PRESIDENT TRUST OFFICER The undersigned STATE OF ILLINOIS i Notary Public in and for air County, in the State aforesaid, Do Hereby Certify, that COUNTY OF COOK Diane Y. Pastraski Asst. : etrescent-Trust Officer Jo Ann Kubinski, Asst. Trust Office w specifically excuses of Parkway Bank And Trust Company Assistant Vice President of Parkway Bank at a rivust Company, who are personally known to me to be the as an arry arrangemental condition of the presumes same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trusor under the PLENOIS ENVIRONMENTAL PROTECTION Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing it seement as their own free and voluntary act and as the ACT or otherwise The Benefitsery of this Trust, as management and control of the premises and as such, has the euthenty enfree and voluntary act of said Bank, as Trustee a. about oil, for the uses and nurposes therein set forth. iri inair dwa berail to saecura sa environmental representative and the said. Assistant Nice President then and there are nowledged that he as custodian of the corporate but not as again for or on bahaif of the Trustee. seat of said Bank, did affix the corporate seat of said Ban I to said instrument as his own free and solublars act and as the tree and voluntary act of said Bank as Truster as Utoresaid, for the uses and purposes therein set forth PAREWAY BANK & TRUST COMPANY, as Trustee GIVEN junder my hand and Notarial Seal this OFFICIAL SEAL CHRISTING POTENZO NOTARY PUBLIC, STATE OF HUNOIS thy Commission Expires 05,07:97

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followire

UNIT NO. 427 IN THE WILLOW CHEEK NO. 7 AS DELIMENTED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 8 TOGETHER WITH THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 7 FOR 200 FEET, THENCE NORTHWESTERLY 187.68 FEET MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF LOT 7 THAT IS 30 FEET NORTHEASTERLY OF THE SOUHTWEST CORNER OF LOT 7 AS MEASURED ALONG SAID WESTERLY LINE OF LOT 7, THENCE SOUTHWESTERLY ALONG THE SAID WEST LINE OF LOT 7 FOR 30 FEET TO THE POINT OF REGIMNING IN WILLOW CREEK APARTMENT ADDITION, BEING A RESUBDIVISION OF PART OF WILLOW CREEK A SUBDIVISION OF PART OF SECTION 24, TOWNSHIP 42 YORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (FXCEPT THAT PART THEREOF LYING WITHIN THE INGRESS AND EGRESS EASEMENT AS SHOYA ON THE PLAT OF WILLOW CREEK APARTMENT ADDITION) WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM REGISTERED MITH THE REGISTRAR OF TITLES FILED AS GOET.
EMENTS.

OFFICE

OFFICE DOCUMENT NO. LR 3230055, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON FLEMENTS.

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