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Ti includes each mortgager above. "You" means the mortgages, its success REAL ESTATE MORTGAGE: For value received, I. FRANK J KILINGER AND GINA L ETLINGER. "mortgage and warrant to you to secure the payment of the secured debt described below, on April 15, 1995 Ind future improvements and fixtures (all called the "property"). REAL DESCRIPTION: LOT 65 IN VITA'GE PARK ESTATES, BEING A RESUBDIVISION OF PARTS OF LOTS 12, 13, 19 & 20 OF THE CHNRY'S SUBDIVISION OF SECTION 13, TOMSHIP 41 NO.75. RANGE 11, EAST OF THE THIRD PRINKIPAL MERIDIAN ACCORDING TO THE "PAT OF SAID VITLAGE PARK ESTATES RESISTERED IN THE OFFICE OF THE RIGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON 03/13/61, AS DOC NONT NUMBER 1968102, IN COOK COUNTY, ILLINOIS PERMANENT INDEX NUMBER 05-13-313-019 DEPT-01 RECORD 1 TRAN 78 \$1638 & AH . COUNTY SUBBLE 1 covenant and warrant title to the property, except not insumbrances of record, municipal and zoning ordinal assessments not yet due and "EQUIED DEST: This mortgage secures repayment of the secured debt, etc. the performance of the govenants and warrant of the mortgage and in may other document incorporated herein. Secures drott, as used in this mertgage, included under this mortgage or under any instrument secured by the mortgage. The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and insurpressed and will be secured and will a secured and will be secured. Purpress Alter Thous	his wife (Ur) and the control of the	"You" means the mortgages, its successors enders and GINA L ELLINGER , HIS W. ment of the secured debt described below, on ow and all rights, essements, appurtenences, rents, le	"I" includes each mortgagor above. ESTATE MORTGAGE: For value received, I, FRANK J , mortgage and warrant to you to secur
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My commission Expires: "OFFICIAL SEAL" SHIRLEY M. CLESCERI Notary Public, State of Illinois	TL, 1995 (Title) Name of Corporation or Partnershi	, County 15 TH day of APRIL, 19 RLI.INGER HIS WIFE (J) Name of Corpo	OWLEDGMENT: STATE OF ILLINOIS, COOK The foregoing instrument was acknowledged before by FRANK J ELLINGER AND GI or or hip edgment a My commission Spires: "OFFICIAL SEAL" (See) SHIRLEY M. CLESCERI

- 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 and 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 taxes, assessments, fishs 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 defenses 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 ecceptable to you at my expense and for your benefit. You will be named as loss payes 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 damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you
- 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 covenants 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 I fail 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 svallable to you. You may foreclose this mortgage in the manner 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 rents will then apply to payments on the secured debt as provided in Covanant 1.
- 8, Waiver of Homestead. I hereby waive all right of homestead exemption in the property.
- 9, Lesseholds: Condominiums: Pli nned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a Jessehold. If this mortgage is on a unit it is condominium or a planned unit development, I will perform all of my duties under the covanants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgages to Perfo in or Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or oxuse them to be performed. You may elan my name or pay any amount if necessary for performence. If any construction on the property is discontinued or not carried on in a reasonal or menner, 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 preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts peid by you to protect your security it rest 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 this at the interest rate in affect on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehend. The notice must state the reasonable cauca for your
- 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 provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Walver. By exercising any remedy evallable 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 evant a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Sound Aid 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 make 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.

duties and benefits of this mortgage shall bind and benefit the successors and east ins 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 certified mail addressed to me at the Property Address or any other address that I tell 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 deemed to have been given to either of us when given in the manner states eleve.

- 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 demend immediate payment of the secured debt. You may also demend immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, 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 me (1) ures to pay all costs to record this mortgage.