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Loan No. 11-507209-5

This instrument was prepared by:

Susan M. Arguilla

Central Federal Savings and Loan
Association of Chicago
1601 W. Belmont Ave.
Chicago, IL 60657

96102357

DEPT-01 RECORDING 431.50
T#0008 TRAN 1142 02/07/96 14:58:00
47117 DR # -96-102357
COOK COUNTY RECORDER



Mortgage

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned ***AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TO FIRST CHICAGO TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO FIRST CHICAGO BANK OF RAVENSWOOD, FORMERLY BANK OF RAVENSWOOD*** a corporation organized and existing under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated February 22, 1991 and known as trust number ***25-8346***, hereinafter referred to as the Mortgagor, does hereby mortgage and convey to

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

a corporation organized and 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 58 AND THE EAST 16 FEET OF LOT 57 IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH & DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT 1.28 ACRES IN THE NORTHEAST CORNER STREET THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1113-15 W. PATTERSON AVE., CHICAGO, IL 60613

P/R/E/I# 14-20-225-012-0000

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishings of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds 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 thereunto 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 Mortgagor does hereby release and waive.

31.50
from

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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 to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the

within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises. (9) To complete any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property. (10) To complete hereafter upon said property. (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of that for which it is now used. (b) any alterations of the improvements, apparatus, fixtures or equipment now or without the written permission of the Mortgagee being first had and obtained. (a) any use of the property for any purpose other than comply with all requirements of law with respect to mortgaged premises and the use thereof. (8) Not to make, suffer or permit, To unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act. (7) To mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof. (6) Not to make, suffer or permit any covering such destruction or damage. (5) To keep said premises in good condition and repair, without waste, and free from any hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. (4) Immediately after Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness sign, upon demand, all receipts, vouchers and releases required of him to be signed by the insurance company, and the Mortgagee agrees to compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of a good pursuant to foreclosure, and in case of loss under such policy, the Mortgagee is authorized to adjust, collect and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of until expiration of the period of redemption, for the full insurable value hereof, in such companies, through such agents or brokers, insurance and such other insurance as the Mortgagee may require, and said indebtedness is fully paid, or in case of foreclosure, against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter upon said premises insured furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to agreement extending the time of payment hereof. (2) To pay when due and before any penalty attaches thereto all taxes, special A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any

THE MORTGAGOR COVENANTS:

(7) the performance of all of the covenants and obligations of the Mortgagee to the Mortgagee, as contained herein and in said Note

protect the security of the loan in accordance with the covenants contained in the Mortgagee provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to

TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$ 220,000.00***)
together with such additional advances, in a sum in excess of

release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note (2) any advances made by the Mortgagee to the Mortgagee, or its successor in title, for any purpose, at any time before the

payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

commencing on the ***FIRST*** (***ST***) day of February, 1996, which note, together with variable interest thereon as therein provided, is payable in monthly installments as therein provided, or so much of that sum as may be advanced under the Variable Interest Rate Note by any Holder thereof (the "Note" or "note"),

TWO HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$ 220,000.00***)

even date herewith in the principal sum of (1) The payment of a certain Variable Interest Rate Note executed by the Mortgagee to the order of the Mortgagee bearing

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above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) 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 or escrow 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 advance 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 such 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 it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness 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; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

E That it is the intent hereof 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 forbear to sue 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 hereby secured;

G That time is of the essence hereof and if default 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 filing of a proceeding in bankruptcy 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 if the Mortgagor abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or assign without the written consent of the Mortgagee, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee 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 Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, 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 run and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L All covenants, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or thereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether in writing or verbal, and if it is the intention hereof (a) to pledge said rents, issues and profits on a party with said real estate and not recordarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute mortgage and assignment to the Mortgagor of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect and receive rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ realty agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for the purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is junior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the power herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency, in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor or his assigns all surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assigns.

Mortgage on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

10/1/2016

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L That each right, power and remedy herein conferred upon the Mortgagee, is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M The Corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or is intended to be used for agricultural purposes.

N The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.


O This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the 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 expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety, or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____ Vice President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary, this _____ day of _____, A.D., 19_____

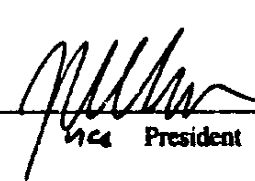
American National Bank and Trust Company of Chicago,
Successor to First Chicago Trust Company of Illinois,
Successor Trustee to First Chicago Bank of Ravenswood,
Formerly Bank of Ravenswood***

Solely as Trustee as aforesaid and not personally

ATTEST:



Secretary

By: 

Vice President

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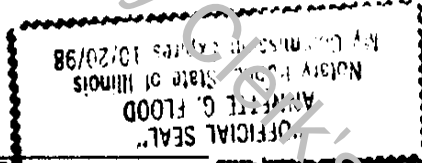
Property of Cook County

Chicago, IL 60657
1601 W. Belmont Ave.

ASSOCIATION OF CHICAGO
CENTRAL FEDERAL SAVINGS AND LOAN

MAIL TO:

Notary Public



GIVEN under my hand and Notary Public Seal this _____ day of _____, A.D. 19 96

therein set forth.
corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes
caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said
severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and
to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and
personally known to me to be the

Trustee to First Chicago Bank of Ravenswood, Formerly Bank of Ravenswood, a corporation, and R. Johnson
of American National Bank and Trust Company of Chicago, Successor To First Chicago Trust Company of Illinois, Successor
DO HEREBY CERTIFY THAT A.M. Whelan personally known to me to be the Vice President

I, the undersigned, ANNETTE G. FLOOD, a Notary Public in and for said County, in the State aforesaid

STATE OF ILLINOIS)
COUNTY OF COOK)
(SS)
()

2006-03-06