MORTGAGE

DEPT- OF RECORDING (Cum) - West 3150 or 201798 09: 26:00 13401 3 186 W 96-21 1533 иррк прита игсыкрек

96211533

0700 THIS INDENTURE WITNESSETH: That the undersigned, PRAIRIE BANK AND TRUST COMPANY STATE OF ILLINOIS a Corporation duly organized and existing under and by virtue of the laws of the personally but as Trustee under the provision of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated PERRUAGE D 1996 and known as Trust Number 96 011 herein referred to us the Mortgugor, does hereby mortguge and convey to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND a corporation organized and existing under the laws of the State of Illinois, (the "Association"), hereinafter referred to as the in the State of ILLINOIS, to will Mortgages, the following roul estate, situated in the County of \_\_\_\_\_\_\_ LEGAL CONTAINED IN EXHIBIT "A" ATTACHED HERETO ALO MADE A PART HEREOF: 96211533

TOGETHER with all buildings, improvements, fixtures or appurtenances now or receased erected thereon, including all apparatus, equipment, tixtures, or articles, whether in single units or centrally controlled, used to supply beat, gas, airconditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, concian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, stoves and windows, floor coverings, screen doors, in-n-door beds, awnings, screen doors, and the screen doors, in-n-door beds, awnings, screen doors, and the 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 ever unto the Mortgagee," whether now due or hereafter to become due under or by virtue of any lease or agreement for the use of occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure judgment, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such teases and agreements and all the avails thereunder, together with the right in case of default, either before, or after foreclosure saie, to enter upon and take exclusive 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 said avails, runts, izsues and profits regardless of when carned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior 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

Lonn No. \_16766-9.0

**BOX 67** 

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attorney's fees incurred in the exercise of the powers 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 judgment of foreclosure and on the deficiency in the proceeds of sale, if any, whether there be a judgment in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a judicial deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee 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. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws (1) State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

#### TO SECURE:

Mortgage.

i. The payment of a Note ("Note") executed and delivered concurrently and of even date herewith by the Mortgager to the Mortgagee in the sum of OIR HUNDRED SEVENTY-SIX THOUSAND AND NO/100ths
Dollars (\$ 176,000.00)
which is payable in monthly installments as provided in said Note, to be applied first to interest, and the balance to principal until APRIL 1 when the entire unpaid principal balance plus interest is due.
2. Any additional advances made by the Mortgages at its option to the Mortgages, or its successors in title, as hereinafter provided, for any purpose, all such advances are to be made within such period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual horizon or record notice of the option of future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration; but at no time shall this Mortgage secure a sum in excess of CNE HANDRED SEVENTY—SIX THOUSAND AND NO/100ths
Dollars (\$ 176,000.00——) rhis such further sums as may be advanced for the purpose of protecting or enforcing the security; Mortgagor agrees to execute any side all supplemental notes, agreements or other documents as Mortgagee may reasonably request to evidence such future advances. Which such supplemental notes, agreements or other documents shall be similar in form and substance to the existing notes, agreements and other documents from Mortgagor in favor of the Mortgagee; Mortgagee's obligation to make further or future advances or an advances shall be optional with Mortgagee, and such advances or re-advances may be made under the provisions hereof to the present or future owner of the mortgaged premises and shall be fully secured by, and fully subject to all of the covenants, terms, and conditions of, this Mortgage.
3. All of the covenants and agreements in said Note (which is made a past of this Mortgage contract) and this

### A. THE MORTGAGOR COVENANTS:

- (1) To pay said indebtodness and the interest thereon and any applicable prepayment promines as herein and in said Note provided, or according to any agreement extending the time of payment thereof;
- (2) To pay, unless theretofore paid by the Mortgagos out of reserves withheld for that purpose, each annual general real estate tax when due and payable and to pay immediately when due and payable all special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagos, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement.
- (3) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including public liability and loss of rental income and including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such responsible company or companies, and in such form as shall be satisfactory to the Mortgagee until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption, (sums accound in anticipation of renewal premiums on insurance pursuant to the terms of

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said Note, shall be applied in payment of such premium); such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the judicial deed; 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 Mortgager 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 Mortgager from making all monthly payments until the indebtedness is paid in full;

- (4) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;
- (5) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed unless the Mortgagee in its sole discretion, which discretion is hereby granted it, elects to apply the proceeds of any insurance covering such destruction or damage, on the indebtedness secured hereby:
- (6) To keep aid premises in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of lien not expressly subordinated to the lien hereof;
- (7) Not to suffer on permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission respect;
  - (8) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (9) Not to suffer or permit, without the written permission of the Mortgageo being first had and obtained, (a) any use of the property for any purpose other than the for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, apparatus, apparatus, apparatus, apparatus, fixtures or equipment now or hereafter upon said property, (c) a 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 in said property;
- (10) That if any person, for the purpose of further securing the payment of the Mortgage indebtedness, shall procure contracts of insurance upon his life or disability insurance or insurance for loss of time by accidental injury or sickness, such contracts making the Mortgagee assignee or payee thereunder, then to pay the premiums thereon as and when the same become due (sums accrued in reserves in anticipation of such renewal promiums shall be applied thereto), and in default of such payment, the Mortgagee may, but is not hereby obligated so to do, pay the premiums on such insurance and add said payments to the principal indebtedness secured by this Mortgage;
- (11) To appear in and defend any proceeding which in the opinion of Mortgagee affects its security hereunder, and to pay all costs, expenses and attorneys' fees incurred or paid by Mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage.
- (12) The Mortgagor covenants that in order to provide for the payment of taxes, it pay out of the Trust Estate aforesaid, monthly in addition to the payment of principal and interest, one-twelfth of the annual real estate taxes as estimated by the holder of the Note so as to provide funds for the payment of the current year's tax obligation on the last day of each such year during the term of the Note. The undersigned promises further to pay out of the Trust Estate afor said monthly a pro-rate share of all assessments, future hazard insurance premiums, premiums on account of life, accident, discovery or sickness insurance under any such policies of insurance assigned or payable to the holder of the Note as additional security for the payment thereof, and any other charges that may accrue against the property securing the indebtedness. If the amount so estimated and paid shall prove to be insufficient to pay said taxes, insurance, assessments and other charges, the undersigned promises to pay out of the Trust Estate aforesaid, the difference upon demand. It is agreed that all such payments shall, without earnings, be carried in a borrower's tax and insurance account and applied by the holder of the Note to pay such items. Such sums so held are hereby pledged, together with any other account of the undersigned held by the holder of the Note, to further secure the indebtedness and the holder of the Note, or any officer or againt thereof, is hereby authorized to withdraw and apply the same hereon. The holder of the Note is further authorized to pay said items as charged or billed without further inquiry.
- (13) The Mortgagor covenants to furnish to Mortgagee a sworn itemized statement of the most recent annual income and expenses pertaining to the mortgaged premises, such ctatement to be furnished within 103 days following the close of the Mortgagor's fiscal year. A sworn financial statement of Mortgagor's beneficiary and any guarantor(s) of the Note, including income and expense statement and balance sheet, in a form satisfactory to Mortgagee, is to be furnished within 105 days after the close of Mortgagor's beneficiary's fiscal year. An administrative fee of \$250.00 will be charged if statements are not furnished.
- (14) The Mortgagor covenants that the Mortgagee shall have the right, upon reasonable notice, to inspect the mortgaged premises at all reasonable times, and access thereto shall be permitted for that purpose.

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### B. THE MORTGAGOR FURTHER COVENANTS:

- (1) That in the case of failure to perform any of the covenants herein, the Mortgages may do on the Mortgager's hehalf everything so covenanted; that the Mortgages may also do any act it may does necessary to protect the iten hereof; that the Mortgager will repay upon demand any moneys paid or disbursed by the Mortgages 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 hereby secured and may be included in any judgment 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 Mortgages 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 Mortgages to advance any moneys for any purpose nor to do any act hereunder; and that Mortgages shall not incur any personal liability because of anything it may do or omit to do hereunder;
- (2) That it is the intent hereof to secure payment of said Note whether the entire amount shall have been advanced to the Mortgagor or to its successors in title, at the date hereof or at a later date, including any additional advances which the Mortgagoe may make in accordance with the terms hereof, plus any amount or amounts that may be added to the Mortgago indebtedness under the terms of this Mortgago for the purpose of protecting the security, and costs incurred in connection herewith, and for the purpose of paying insurance premiums as herein provided;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgago 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 hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;
- (4) That time is of the essence beself, and if default be made be in performance of any covanant 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 filling of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of its creditors or if its property be placed under control of or in custody of any court or officer of the government, or if any Mortgagor abandon any of said property, or if any default occurs under any other instrument securing or guaranteeing the indebtedness hereby, then and in any of said events, the Mortgagoe is hereby authorized and empowered, at its option and without affecting the idea 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 Mortgagoe may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the promises emasses without offering the several parts separately;
- (5) That upon the commencement of any foreclosure proceeding here indo, the court in which such bill is filled may at any time, either before or after said, and without notice to the Mortgagor, or any party claiming under the Mortgagor, and without regard to the solvency of the Mortgagor or the then value of said promises, of whether the same shall then be occupied by the owner of the equity of redemption as a homestead, place the Mortgageo in possession or appoint a receiver (who may be the Mortgagge or its agent) with power to manage and rent 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 reads, issues and profits when collected, may be applied before as well as after the foreelessure sale, towards the payment of the indebtedness, costr. Jaxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such possession or receivership, or on any deficiency judgment whether there be a judgment therefor in personam or not, and if the Morrages shall be placed in possession or a receiver shall be appointed said Mortgages or such receiver 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 safe, 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 multifled by any order placing the Mortgagee in possession or by the appointment or entry in possession of a receiver but said Mortgages or such receiver may elect to terminate any lease junior to the ilen hereof; and upon foreclosure of said premises there shall be allowed and included as an additional indebtedness in the judgment of sale all expenditures and expenses together with interest thereon at the rate of TWELVE AND SEVEN-BIGHTISper centum (12-7/8-%) per annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Sheriff's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the judgment) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to birders to any sale held pursuant to such judgment the true title to or value of said premises; all of which aforesald amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either purty hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b)

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preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not includily commenced; or (c) preparation for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, 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 overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money;

- (6) In case the mortgaged property, or any part thereof shall be taken by condemnation, the Mortgagee 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 money so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged;
- (7) 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 iaw 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 the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the mesculine gender, as used herein, shall include the feminine, 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, administrators, administrators and assigns of the Mortgagor and the successors and assigns of the Mortgage; and that the power herein mentioned may be exercised as often as occasion therefor arises.
- (8) That in the event the Viortgagor shall convey its title to the mortgaged premises or enter into an Instalment Contract or Articles of Agreement for Deed of for the sale of the beneficial interest therein with any person or persons, firm or corporation who was not, at the date of execution of this Mortgage, one of the beneficiaries of the Trust in purmance of which this Mortgage is executed, or in the event that any beneficiary of said Trust who was such at the date of execution of this Mortgage shall subsequently sell, assign or convey his beneficial interest in said Trust (other than to one who was a co-beneficiary of said Trust at the date of execution hereof) or enter into an instalment Contract or Articles of Agreement for Deed or for the sale of said beneficial interest, or in the event that the Mortgago, or any such beneficiary shall otherwise suffer or permit its or his legal or equitable or beneficial interest in the mortgaged premises to become vested in any person, firm or corporation which was not at the date of execution hereof so vested with a legal or equitable or beneficial interest in the mortgaged property, then, and in any such event, unless the same shall be done with the prior written consent of the Mortgagee, the happening thereof shall constitute a default hereunder, and thereupon the Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable.
- (9) The Mortgagor hereby waives any and all rights of redemption under any judgment of foreclosure, on its own behalf and on behalf of all subsequent owners of the mortgaged real estate.
- (10) in the event the Mortgagor shall further encumber the mortgaged property in any amount, it shall constitute a default under the Mortgage.
- (11) The undersigned represents and agrees that this Mortgage, and the Note sourced thereby, is to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the Note shell be used for business purposes as defined in 815 ILCS 205/4(c).
- (12) Mortgagor hereby covenants and agrees that, so long as this Mortgage and the roce secured hereby remain outstanding, the mortgaged premises shall continue to be occupied and used as rental apartment units and any change in the use of the mortgaged premises, without Mortgagee's prior written consent, shall constitute refeault hereunder, and thereupon Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable.
- (13) The undersigned further agrees that the prepayment premium, set forth in Note dated **FRBRIARY 8. 1996**, shall be due and payable, whether said payment is voluntary, involuntary or the result of prepayment created by the exercise of any acceleration clause provided for herein and/or in said Note. In the event of default under said Note or the Mortgage securing it, notwithstanding that the entire unpaid principal balance may have been declared due and payable, a tender of payment of the amount necessary to satisfy the entire indebtedness evidenced hereby, made by or on behalf of the owner of the premises securing said Note at any time prior to sale under foreclosure of the Mortgage, shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such payment, to the extent permitted by law, will therefore include the premium required under the prepayment privilege contained in said Note, if any.
- (14) Before releasing this Mortgage, the Mortgages or its successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued.

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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 the 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 icontained shall be construed as creating any liability on the undersigned personally to pay the said Note or any interest that may income thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the logal 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 lurein and in said Note provided or by action to enforce the personal liability of the guaranter, if any.

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475 East 162nd Street, South Holland, IL 60473

Form "MT4TRUSb.DOC"

### **EXCULPATORY CLAUSE**

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PRAIRIE BANK AND TRUST COMPANY

#### EXHIPIT "A"

#### PARCEL 1:

LOT 44 IN MORAINE VALLEY PLANNED DEVELOPMENT, BEING A SUBDIVISION OF THE SOUTH 15.32 ACRES OF THE WEST 1/2 (BY AREA) OF THAT PART OF THE WEST 1/2 OF THIS NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, IN COOK COUNTY, ILLINOIS

### **OGJA**

#### PARCEL 2:

THE MORTGAGOR ALSO MERBEY GRANTS TO THE MORTGAGES, ITS SUCCESSORS OR ASSIGNS AS RIGHTS AND BASEMENTS APPURISHTANT TO THE ABOVE DESCRIBED REAL ESTATE, THE NON-EXCLUSIVE BASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INCRESS AND EGRESS AS CONTAINED IN THE DECLERATION OF BASEMENTS RECORDED AS DOCUMENT NUMBER 21000006, IN COOK COUNTY, ILLINOIS, AND MORTGAGOR MAKES THIS CONVEYANCE SUBJECT TO THE RASEMENTS AND ACRESHENTS RESERVED FOR THE BENEFIT OF ADJOINING PARCELS IN SAID DECLARATION, WHICH IS INCORPOLATED HEREIN BY REFERENCE THERETO FOR THE BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED INF ADJOINING PARCELS.

THIS MORTGAGE/DOCUMENT IS SUBJECT TO ALL RIGHTS, RASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN THE DOCUMENT LISTED ABOVE, THE SAME AS THOUGH THE PROVISIONS OF SAID COLUMENT WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX No.: 23-24-100-075-0000

ADDRESS OF PROPERTY: 11225 Moraine Drive, Palos Wills, IL 60465

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