#### MORTCAGE

THIS INDENTURE made
March 2, 1996,
between Laballe
National Trust N.A.,
not individually,
but as Trustee under a
trust agreement dated
November 26, 1991 and
known as Trust # 116747
herein referred to as
"Mortgagor" and
and arthur Engelland,
of Chicago, Illinois,
berein referred to as
"Mortgagoe, witnesseth:

03/25/96 0004 HC# 9454 RECORDIN # 37.00 HAIL V 0.50

03/25/96

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0004 HCH

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THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee, as astignee from Universal Federal Savings f/k/a Universal Savings & Loan Association, upon five separate installment notes of previous dates, said notes in the following amounts and laying previously been secured against the following properties to wit, as follows:

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- a) current amount due on nois: \$57.817.86, note having previously been secured against the property located at 1840 South Fairfield avenue. Chicago, IL, note # 5800-5;
- b) current amount due on note: \$57,817.29, note having previously been secured against the property located at 1842 South Fairfield Avenue, Chicago, IL, note # 5801-3;
- c) current amount due on note: \$57,813.47, note having previously been seemed against the property located at 1844 South Fairfield Avenue, Chicago, II., note # 5002-9;
- d) carrent amount due on note: \$57,813.47, note having previously been secured against the property located at 1846 South Fairfield Avenue, Chicago, IL, note # 5802-1
- e) current amount due on note: \$57,813.47, note having previously been secured against the property located at 1848 South Pairfield Avenue, Chicago, IL, note # 5804-7;
- all of the above note payable to the order of and delivered to the assignor of the Mortgagee, in and by which note the Mortgagors promise to pay said principal sum and interest at the rate and in installments as provided in said note, and all of said principal and interest are made payable at such places the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee, in Chicago, IL.

NOW THEREFORE, the Mortgagors to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions, and limitations of this mortgage, and for and in consideration of forebearance on the hotes as they currently exist, and the performance of the covenants and agreements herein contained, by the Mortgagers to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents, CONVEY AND QUITCLAIM unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and the State of Itinois, to wit:

Lot 2 in Prock 2 in New Ashland, a Subdivision of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 8. Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

which, with the preparty hereinafter described, is referred to herein as the "premises."

Permanent Index Number: 20-08-218-022

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Address of the Real Estate 5302 S. Justine, Chicago, IL

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues, and profits thereof (or so long and during all such timed as Mortgagors may be excitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles not or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally) controlled), and ventilation, including (without) estricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under by and virtue of the Homestead, Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

- I. Mortgagors shall (1) promptly repair, restore, or rebuild any buildings or improvements which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste and free from mechanie's er other lions or claims not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use the coof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general (2x.5, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against be premises when due, and shall upon written request, from the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the exectment after this date of any lar of Illinous deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Sortgages the payment of the whole or any part of the taxes or assessments or charges or liens become required to be paid by the Mortgagors, or changing in ear way the laws relating to the taxation of mortgages or lebts secured by mortgages or the mortgagee's interest in the property, or the manner or collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then in any such event the Mortgagors, upon demand of the Mortgagees, shall pay such taxes or assessments, or relaburse the Mortgagee Therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be uniquiate to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The

Mortgagors further covenant to hold narmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured bereby.

- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- improvements now or bereafter situated on said premises insured against loss or damage by fore, lightening and windstorm under policies providing for comment 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, all in companies satisfactory to the Mertgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by standard mortgage clause to be attached to each porice, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgagee may, but used not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax tien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and ail expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Morlgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately protect the mortgaged premises and the Iren hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never to considered as a waiver of any right according to the Mortgagee . account of any default on the part of the Mortgagors.
- 8. The Mortgagee making any payment authorized relating to taxes or assessments, may do so according to any

constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal

representatives or assigns, as their rights may appear.

- 12. Upon or at any time after the filing of a complaint to foreclosure this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the lame shall be then occupied as a homestead or note, and the Mortgagee may be appointed as such receiver. receive shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the fill statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, central, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness occured hereby, or by and decree foreclosing this mortgage, or any tax, special assessment of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to forcelesure sale; (2) the deficiency is case of a sale and deficiency.
- 13. No action for the enforcement of the lien or any provision hereof shall be subject to any defence which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgageo shall have the right to inspect the premises at all coasonable times and access thereto shall be permitted for the purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Morigagee may reasonably require for the payment of taxes and assessment on the premises. No such deposit shall bear any interest.
- if. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons, now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and

their liability and the ilen and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This nortgage and all provisions beloof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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LaSalle National Trust N.A., not individually but as Trustee under a trust agreement dated November 26, 1991 and known as Trust # 116747

By Round Gelow PHes?
Sworn to & Subscribed to Before me, this 18 day of Merch, 1996.

PHOT VICIALLY IT SUCCE

PSKE CALEBY

Notary Public

PLEASE RECORD AND RETURN TO: William Tarsa 5697 S. Archer Ave. Chicago, IL 60638

STATE OF ILLINOIS )	
) SS.	•
COUNTY OF COOK )	
I, Kathleen E. Bye, a Notary Public in and aforesaid, DO HEREBY CERTIFY THAT Roseman President of LA SALLE NATIONAL TRUST, N.A., Assistant Secretary of said Bank personally whose names are subscribed to the foregoing President and Assistant Secretary respective person and acknowledged that they signed and own free and voluntary act, and as the free the uses and purposes therein set forth; and then and there acknowledge that he/she as a said Tonk, did affix said Corporate Seal of her own free and voluntary act, and as the the uses and purposes therein set forth.	Nancy A. Stack  Nancy A. Stack
Given under my name and notarial seal this	19th day of March,
1996.	7
Ox	NOTARY PUBLIC
_	NOTARY PUBLIC
	//
My Commission Expires: 10-23-29	
	FICIAL SLAU"
	ATHLEEN E BYE
	PUBLIC STATE OF HEISTIS E

This Nortgage or James Bood in the auture of a nortgage is executed by th SALLE NATIONAL TRUCK, V.A., not personally, but as frustee under frugt He. //L 1 4 1 in the exercise of the power and authority conferred upon and ventual Le It as such Trustee ( La cald LA SALLE MATTORAL TRUST, S.A. hereby marrents that it possesses full power and authority to execute the Insurument) and it is expressiv understood and extend that acthing contained herein or in the note, or in any other instrument given to evidence the indebtedness socured hereby shall be construed as similing any liability on the part of sold mortgages or grantee, or on said LACALLE MATIONAL TRUST, S.A. personally to pay sold note or any interest that my exerce thereon, or any indebtodiesas necrular herevoder, or to perfere any overseat, either express or implied, herein contained, all such liability, if any being hereby expressly unived by the cortgages or Trustee under said Trust Dood, the legal owners or holders of the note, and by every person now or hereafter clusting any right an accurity hereunders and that so far as the sortgager of greats; and said LA SALLE MATIONAL TRUST, N.A. personally are concerned, the lead colders of the sate and the owner or owners of any indebtedness accruing terrunder shall look solely to the prealess bereby sortgaged or conveyed for the present thereof by the enforcement of the lien created in the namer herein and is said note provided or by action to enforce the personal liability of the surrenter or guarantors, if any. Trustee does not varrant, indeanily, defent title nor is it responsible for any environmental damage.