MORIGAGE

(Address) 5250 N. Harlem Ave., Chicago, IL

Columbia National Bank of Trust Agreement dated November 18, 1986 MORTGAGE made November 18 Chicago not individually but as and known as Trust No. 2446 Trustee under (herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association, having its principal office at 5250 North Harlem Avenue, Chicago, Illinois 60656 (herein called "Mortgagee"). Benero Martinez and Rita Martinez, his wife WHEREAS, Mortgagor, together with __ has executed and delivered to Mortgagee a note of even date herewith (the "Note") in the amount of ____ Seven Thousand and no/100 --- DOLLARS (\$ 7,000.00 .), bearing interest at the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on November 18, 1991

Now, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewals thereof; (b) the payment of all other sums due or owing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor herein and in the Note contained. Mortgagor hereby conveys and warrants to Mortgagee, its successors and assigns, the following describer -es estate located in the County of _____COOK___ _ . State of Illinois:

Lot Seven (7) in Block One (1), in Storey's Milwaukee Avenue Subdivision, of the North Fifteen (15) Acres of the East Half (1/2) of the West Half (1/2) of the South East Quarter (1/4) of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian.

Commonly known as 2748 W. Kimball, Chicago, Illinois

November 18

PIN 13-26-402-033-0000

which, together with the property hereinafter descroed, is called the "premises",

TOOETHER with all buildings, improvements, tenen ent., easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as a regagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, compared to articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether sin le units or centrally controlled) and ventilation, including without restricting the foregoing, screens, window shades, storm doors an I windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. 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 shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto Mortgagee, its successor, and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of Mortgagor under and by virtue of the Forestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

- 1. Mortgagor shall (a) keep the premises in good condition and repair, without werie; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damage don destroyed; (c) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises; (d) make no material alterations in the premises except as required by law or municipal ordinance; (e) comply with all requirements c, lar, or municipal ordinances with respect to the premises and the use thereof; (f) keep the premises free from liens of persons supplying laber or materials to the premises, and from all other liens security interests moreover, or another liens are required by the premises and the use thereof the premises are another liens security interests. other liens, security interests, mortgages, charges or encumbrances, whether superior or subordinale to the lien hereof, except for the liens of this Mortgage, any prior mortgage of record in existence on the date hereof and current real estate takes not yet due and payable; (g) pay promptly when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises superior to or subordinate to the lien hereof, comply with all of the terms, covenants and conditions contained in any instrument eviden ling or securing such indebtedness and upon request exhibit satisfactory evidence of the discharge of such prior or subordinate lien, charge or end inbrance to Mortgagee; and (h) suffer or permit no change in the general nature of the occupancy of the premises.
- . Morigagor shall pay or cause to be paid before any penalty attaches all taxes, assessments, water chaiges, newer service charges and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Modes, adultion despite therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, in lax or assessment which Mortgagor may desire to contest.
- 3. Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included within the term "extended coverage", flood damage where Mortgagee is required by law to have its collateral so insured, and such other hazards as Mortgagee may require, in such amounts and in such companies as may be satisfactory to Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with loss payable to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than ten days prior to the respective dates of expiration. In case of loss covered by any such policies, Mortgagor shall give prompt notice thereof to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If, as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
- 4. If the premises or any part thereof shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, Mortgagee and those authorized to exercise such right, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by Mortgagee as it may elect to the 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 secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

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same persons whose names are subscribed to the foregoing instrument as such
Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and TOATHE TO YRAG JAMOITAM AIMMING Dies to VISIOSOS COLUMBIA NATICINAL BANK OF CHICABO Vice Presitient of nereby certify that a Notary Public in and for said County in the State aforesaid, do 'SS STATE OF ILLINOIS

(Linstee)
VCKNOMFEDGEWENT

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22. This Mortgage and all provisions thereof shall extend to a 1d be binding upon Angagor and all persons claiming under or through the word "Mortgagor" when used herein shall include a 1d bersons and all persons liable for the payment of the indebtedness	ns liable for the payment of the Mortgage. The	ch persons and all persons were the Mot have executed the Mote in it is used. If more	th factude at the land of the land another the land of	when used herein shail), when used not such the whether or not such mean "Motes" when	rine word "Mongagor" sereby or any part thereconstrued to the construed to	Morigage secured l used here

20. If, by the laws of the United States of America of of any state or municipality having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Profession and of the performance by Mortagaer of its obligations becomes.

19. All amounts advanced by Mongajer in accordance berewith to protect the premises or the security of this Mongages shall become additional indebtedness secured by this Mongajer in a shall bear inferest from the date of disbursement at the post-maturity rate is specified in the Note, then at the rate of 18% per annum unless payment of interest at such rate would be contrary to applicable taw, in which or ent that amounts shall bear interest at the highest rate permissible taw, in which or ent that amounts shall bear interest at the highest rate permissible taw,

18. If Mortgagor is a curport tion, Mortgagor hereby releases and waives, to the fullest extent permitted by applicable law, any and all rights of redemption from sale. "...der any order or descree of this Mortgagor is a corporate trustee, Mortgagor hereases and waives to the fullest permitted by applicable law, any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgago and represents that it is duly authorized and empowered by the trust instruments and by all necessary persons to make such waiver and telesco.

The Fund, are pledged as additional accurity for the indebtedness secured hereby and, in the event of a default hereunder or under the Mole option of Morgagee, Mortgagee may, without being required to do so, apply any Funds at the time on deposit to payment, in whole or in part, of siy of Morgagor's obligations herein or in the Mole contained in such order and manner as Mortgagee may elect.

Upon presentation to Mortgagee by Mortgagor of bills therefor, Mortgagee shall apply the Funds to pay said taxes, assessments and insurance premiums. If the amount of the Funds held by Mortgagee shall not be sufficient to pay all of the taxes, assessments and insurance premiums when the same shall become due, then Mortgagor shall pay to Mortgagee on demand any amount necessary to make up the deficiency. Deposits for taxes and assessments required hereunder shall be made on the tax assessment year basis so that the amount of the deficiency. Deposits for taxes and assessments for such calendar year, and if such deposits prove insufficient for that purpose, Mortgagor shall upon receipt of the bills covering such taxes and assessments forthwith deposit with Mortgagee the amount of the deficiency for the prior calendar year, payable during such taxes and assessments forthwith deposit with Mortgagee the amount of the deficiency for the prior calendar year. As which is evisue, if the amount of Funds held by Mortgagee, together with the thrute installments of Funds payable prior to the due dates of taxes, assessments and such taxes as a shall be, at Mortgagee's option, either promptly repaid to Mortgagor or credited on subsequent payments to be made for each items.

If Mortgagor pays Funds to Mortgagee, the Funds shall be held by Mortgagee and may be commingled with such other funds or its funds. Unless applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds.

17. Subject to applicable law or a written waiver by Mortgagee, Mortgagor shall product to applicable law or a written waiver by Mortgagor shall produce the Mote is paid in full, a sum (herein "Funda") equal to the abunal call established by Mortgagee, givided insurance premiums, if any, payable with respect to the premises, all as estimated by Mortgagee, givided by the number of installments to be made on the Note in each year. Notwithstanding the foregoing, Mortgagor shall not be obligated to make such payments of funds to Lender to the extent that Mortgagor makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

16. If the payment of the indebtedness secured hereby or any part thereof or any sustantor thereof be released, all persons now or at any time hereafter if he assent to such extension, variation or release, and their liability and the lier and all such persons being expressly reserved and effect, the right of recourse against all such persons being expressly reserved.

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- 5. If Mortgagor shall fail to make any payment or perform any act required to be made or performed by Mortgagor hereunder, Mortgagee, without waiving or releasing any obligation or default, shall have the right, but shall be under no obligation, to make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses so incurred, including without limitation reasonable attorneys' fees and legal expenses, shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof. Mortgagee in making any payment herein authorized relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform the same under the terms of this Mortgage.
- 6. If after the date of this Mortgage any statute or ordinance is passed deducting from the value of real property for purposes of taxation any lien thereon, or changing in any way the laws in force for the taxation of mortgages or debts secured thereby, or the manner of the collection of any such taxes, so as to affect this Mortgage or the indebtedness secured hereby or the interest of Mortgagee hereunder, then in any such event the whole of the indebtedness secured hereby shall, at the option of Mortgagee, become immediately due and payable, unless Mortgagor, as permitted by law, pays such tax.
- 7. The occurrence of any one or more of the following shall constitute a default hereunder: (a) any failure to pay any sum due or owing under the Note on the date or dates specified therein; (b) any failure to pay any sum due or owing under this Mortgage: (c) if a proceeding be instituted to enforce any lien, claim, charge or encumbrance upon the premises; (d) if a proceeding of bankruptcy, receivership, reorganization or insolvency is filed by or against Mortgagor or if Mortgagor shall make any assignment for the benefit of creditors; (e) if the premises be placed under the control or custody of any court; (f) if Mortgagor abandons the premises; (g) if any statement, representation, to enant or warranty of Mortgagor herein or in any other writing at any time furnished by Mortgagor is untrue in any material respect as of the date made; (h) if a default pursuant to paragraph 12 hereof shall occur; (i) any failure to perform or observe any other covenant or agreement of Mortgagor contained in the Note or in this Mortgage, which failure shall continue for a period of three days. Upon the occurrence of a refault, Mortgagee, at its option and without notice or demand to Mortgagor or any party claiming under Mortgagor and without impairing the lien created hereby or the priority of said lien or any right of Mortgagor, any declare all indebtedness secured hereby to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagoe may immediately proceed to foreclose this Mortgage or exercise any other right, power or remedy as herein or in the Note provided or by law or in equity conferred. For the purposes of subclause (d) of this paragraph 7, the term "Mortgagor" shall mean and include not only Mortgagor, but also any beneficiary of a trucce mortgagor and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon any part of the indebtedness secured hereby.
- 8. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to enter onto and upon the premises and take possess on thereof and manage, operate, insure, repair and improve the same and take any action which in Mortgagee's judgment is necessary or proper to conserve the value of the premises. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profit of the premises or any part thereof and to apply the same to the reduction of the indebtedness secured hereby. The expenses, including warrow limitation any receiver's fees, attorneys' fees, costs and agent's compensation neutred pursuant to the powers herein contained shall conditional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof.
- 9. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the premises. Such appointment may be made einer before or after sale, without regard to the solvency or insolvency of Mortgagor and without regard to the then value of the premises. Mortgagor may be appointed as such receiver. Such receiver shall have the power to collect the rents, sales proceeds, issues, profits and proceeds of the premises during the pendency of such foreclosure suit, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be recessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court may from time to time authorize the receiver to apply the net income from the premises in his hands in payment in whole or in part of (a) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment or other liens venich may be or become superior to the lien hereof or such decree, provided such application is made prior to the foreclosure sale or (b) the deficiency in case of a sale and deficiency.
- 10. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness secured hereby in the decree of sale, all costs and expenses which may be paid or incurred by or on behalf of Mortgage for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessare either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree, the true condition of the title 'o or value of the premises or for any other reasonable purpose. All expenditures and expenses of the nature in this paragraph mentioned shall be so much additional indebtedness secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement at the rate specified in paragraph 19 hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following o de of priority: first, on account of all costs and expenses incident to the foreclosure proceedings; second, to all other items which, and the terms hereof, constitute indebtedness secured hereby additional to that evidenced by the Note, with interest thereon as herein provided, third, to all sums remaining unpaid under the Note; fourth, any overplus to Mortgagor, or Mortgagor's heirs, legal representatives or assigns, as their rights may appear.
- 12. It shall be an immediate default hereunder if, without the prior written consent of Mortgagee, any of the following shall occur (a) if Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the title to the premises; (b) if Mortgagor is a trustee, then if any beneficiary of Mortgagor shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in Mortgagor; (c) if Mortgagor is a corporation or if a corporation is a beneficiary of a trustee mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in such corporation, and such sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation results in a change in the voting control of such corporation; or (d) if Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee mortgagor is a partnership or joint venture, then if any partnersh or other encumbrance or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership interest or joint venture interest, as the case may be, of such partner or joint venturer. Notwithstanding the foregoing, the provisions of this paragraph 12 shall not apply to the liens of this Mortgage and current real estate taxes not yet due and payable.
- 13. No action for the enforcement of the lien hereof or of any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.
- 14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto thall be permitted for such purpose.
- 15. Subject to and without limitation of the provisions of paragraph 12 hereof, if the ownership of the premises becomes vested in a person other than Mortgago. Mortgage, without notice to Mortgagor, may deal with such successor in interest with reference to this Mortgage and the indebtedness recurred here by in the same manner as with Mortgagor, and may forbear to due or may extend time for payment of the indebtedness secured hereby, without discharging or in any way affecting the liability of Mortgagor hereunder or upon the indebt-dness secured hereby.