

THIS INDENTURE WITNESSETH: That the undersigned STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS

incorporation organized and existing under the laws of the State of Illinois 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 March 17, 1989 and known as trust number 3744 hereinafter referred to as the Mortgagee, does hereby Mortgage and convey to

STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS

incorporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagor, the following real estate in the County of Cook in the State of Illinois, to wit Lot Twenty-Eight----- (28) In Big Run Acres Unit One, a Subdivision of part of the North Half (1/2) of the Southwest Quarter (1/4) of Section 31, Township 37 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County on September 20, 1979, as Document Number 3120061.

Lot 28, L. Brookway, Big Run Acres, Lemont, Il. 60439 Tax ID# 22-31-307-12-0000

which Note, together with all notes issued in substitution or exchange therefor, and as any of the foregoing may from time to time be amended, is herein, called the "Note"

Together with all buildings, improvements, fixtures or appliances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or collectively, used to supply heat, gas, electricity, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter placed on or thereon, the furnishing of which by tenants is customary or appropriate, including screens, window shades, storm doors and window floor coverings, screen doors, in-a-door beds, lawnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of and real estate whether or not actually 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 Mortgagor, 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, appliances, apparatus and equipment, and with all the rights and appurtenances belonging, unto said Mortgagee forever, for use hereof as set forth, free from all rights and benefits under the homestead, exemption and limitation laws of any state, which said rights and benefits are hereby released and waived.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of One Hundred Fifty-Four Thousand Three Hundred and no/100----- Dollars

in 154,300.00-----, which Note, bears interest and is payable to Mortgagee as more fully described therein, and which Note will mature as provided therein but in no event later than November 1, 1989.

the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement, extending the time of payment thereof, (2) To pay when due and before any penalty attaches or accrues, taxes, special taxes, special assessments, utility charges and other charges against said property, including those hereinafter due, and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be or be deemed to be for the purpose of this requirement, (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance, and such other insurance as the Mortgagee may require, until such indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insured value thereof, in such amounts, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain in full force during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure shall be payable to the owner of the certificate of sale, or in case of any deficiency, any receiver or redemptioner, or any trustee or deed recipient to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all such insurance and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full, (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance cover, (5) To maintain the premises in good condition and repair, without waste, and free from any encumbrance or other lien or claim of any kind, except as may be necessary for the payment of taxes, (6) Not to make, suffer or permit any 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 comply with all requirements of law with respect to mortgages and the use thereof, (8) Not to make, suffer or permit, without the written consent of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed on, or upon any buildings or improvements, on said property, (9) To complete within a reasonable time any building or improvements now or hereafter in process of erection upon the premises.

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 premises 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 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 in the unpaid balance of said indebtedness as received, provided that the Mortgagee advance upon this obligation funds 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 funds 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, a charge 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.

RATE OF 10% PER ANNUM

D That in case of failure to perform any of the covenants herein, Mortgagee may do on the Mortgagor's behalf everything so covenanted; that said Mortgagor may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee may, without notice to the Mortgagor, and without regard for any objection of the above parties and such money together with interest thereon as provided herein, be used to pay the indebtedness secured by this mortgage; that 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, an advance or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any money 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.

IN WITNESS WHEREOF, the undersigned, after reading the foregoing, have signed these presents and have caused the same to be signed by their duly authorized officers, at Chicago, Illinois, this 17th day of March, 1989.

8985 03

3792600

