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Prepared in Duplicate
By: Sharon N. Picot
Addison State Bank
1100 W. Lake Street
Addison, Il. 60101

M O R T G A G E

Loan No. 75-35149

THE UNDERSIGNED, Pete Lagios and Theodora Lagios, His Wife

of Des Plaines, Illinois County of Cook State of Illinois,
hereinafter referred to as the Mortgagor, does hereby mortgage
and warrant to

ADDISON STATE BANK

an Illinois Bank organized and existing under the laws of State
of Illinois, hereinafter referred to as the Mortgagee, the
following real estate in the County of COOK in the State of

Illinois, to-wit: LOT FIVE HUNDRED NINETY (590) In Elk Ridge Villa -
Unit No. 7, being a Subdivision of part of Lot 5 in division of the
Louis F. Busse Farm, being a Subdivision of part of the Northeast
Quarter (1/4) of Section 10, Township 41 North Range 11, East of the
Third Principal Meridian, according to Plat of said Elk Ridge Villa -
Unit No. 7, registered in the Office of the Registrar of Titles of
Cook County, Illinois, on May 28, 1968, as Document Number 2390068
in Cook County, Illinois.

1815 THORNWOOD, MT Prospect, Ill

Permanent Index Number: 08-15-210-013-0000

Together with all buildings, improvements, fixtures or
appurtenances now or hereafter erected thereon, 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 furnishing 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 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 in the
Supplemental Agreement secured hereby. The Mortgage 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,
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.

Return to: Addison State Bank
1100 W. Lake Street
Addison, Illinois 60101

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TO SECURE

STEEL CITY NATIONAL BANK OF CHICAGO t/u/t 3081 ("Obligor")

(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 Two Hundred and Sixty Thousand --xx/100 Dollars (\$ 260,000.00), which note, together with interest thereon as therein provided, is payable in monthly installments of Five Thousand Eight Hundred Dollars (\$ 5,805.19), commencing on the and First day of --19/100-- December, 19 89, and continuing on the same day of each month thereafter, which payments are to be applied as provided in the note, until said indebtedness is paid in full. All of the terms and conditions of the note secured hereby are fully incorporated in this mortgage as fully as if they were repeated herein.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancelation of this mortgage, but at not time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of Dollars (\$ N/A), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage. All such future advances so made shall be liens and shall be secured by this mortgage equally and to the same extent as the amount originally advanced or the security of this mortgage and all such future advances shall be liens on the property herein described as of the date hereof.

Not to suffer or permit, without the written permission of the mortgagee being first had and obtained, a sale, an assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the buildings, improvements or fixtures which may be found in or upon said property. Upon such sale, assignment or transfer, without the written permission of the mortgagee being first had and obtained, the mortgagor may, without notice to the mortgagee, transferee and assignee, declare the balance of said indebtedness to be immediately due and payable.

In this instrument the singular shall include the plural and the masculine shall include the feminine and neuter. 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 Mortgagee.

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 thereto all taxes, special taxes, special assessments, water charges and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid 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 said indebtedness is fully paid, or

in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies 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 foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any guarantee in a Master's or Commissioner's 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 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 covering such destruction or damage; (5) To keep said 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; (6) Not to make, suffer or permit any unlawful use 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 mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purposes other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, 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 in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, to pay monthly to the Mortgagee upon demand, a sum estimated to be equivalent to one-twelfth of such items. If the amount estimated to be sufficient to pay said items is not sufficient, to pay the difference forthwith. 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 advances 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

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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 required 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 Instrument;

F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, with the previous written consent of the Mortgagee having been obtained, 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 forebear 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 failing 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, 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 Mortgagees 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 costs and expenses reasonably incurred in connection with any dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagee 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;

I. In case the mortgage 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, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

J. 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 Mortgagee, or any party claiming under him, and without regard to the solvency of the Mortgagee or the value of said premises, or whether the same shall be occupied by the owner of the equity of redemption as a homestead, appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said premises during the dependency 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 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; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 7% per annum, which may be paid or incurred by or on behalf of Mortgagee for attorney'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 decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificate and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to

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continue until all indebtedness secured hereby is paid in full or surplus income in its hands. The possession of Mortgagee may thereof, shall relinquish possession and pay to Mortgagee any agreements herein, the Mortgagee, on satisfactory evidence substantial uncorrected default in performance of the Mortgagee's Mortgagee, in its sole discretion, feels that there is no Mortgagee, in its sole discretion, secured hereby is paid, and the Mortgagee, whether there be a decree in personam therefor or not.

foreclosure, and on the deficiency in the proceeds of sale, if indebtedness hereby secured, before or after any degree of first on the interest and then on the principal of the not, in its sole discretion, needed for the aforesaid purposes, herein given, and from time to time apply any balance of income, including attorney's fees, incurred in the exercise of the powers premiums, taxes and assessments, and all expenses of every kind, income retain reasonable compensation for itself, pay insurance lien of any other indebtedness hereby secured, and out of the premises and on the income therefrom which lien is prior to the to secure which a lien is hereby created on the mortgaged advance or borrow money necessary for any purpose herein stated exercise all powers ordinarily incident to absolute ownership, forms of insurance as may be deemed advisable, and in general necessary, purchase adequate fire and extended coverage and other premises, buy furnishings and equipment therefor when it deems employ renting agents or other employees, alter or repair said equitable as it may deem proper to enforce collection thereof, regardless of when earned, and use such measures whether legal or leases, collect said avals, rents, issues and profits, advantageous to it, terminate or modify existing or future premises, or any part thereof, make leases for terms deemed and take possession of, manage, maintain and operate said default, either before or after foreclosure sale, to enter upon all the avals thereunder together with the right in case of assignment to the Mortgagee of all such leases and agreements and foreclosure decree, and (b) to establish an absolute transfer and not secondarily and such pledge shall not be deemed merged in any rents, issues and profits on a party with said real estate and or verbal, and it is the intention hereof (a) to pledge said or any part thereof, whether said lease or agreement is written any lease or agreement for the use or occupancy of said property, premises are pledged, assigned and transferred to the Mortgagee, K. All easements, rents, issues and profits of said

obliged to see to the application of the purchase money. shall be paid to the Mortgagee, and the purchaser shall not be thereon up to the time of such sale, and the overplus, if any, all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due premises there shall first be paid out of the proceeds thereof actually commenced. In the event of a foreclosure sale of said affect the premises or the security hereof, whether or not in any threatened or contemplated suit or proceeding which might commenced; or (c) preparations for the defense of or intervention accrual of the right to foreclosure, whether or not actually commencement of any suit for the foreclosure hereof after the mortgage or the note hereby secured; or (b) preparations for the to which either party hereof shall be a party by reason of this herein provided; shall become additional indebtedness of and be premises; and all amounts as aforesaid, together with interest as pursuant to such decree the true title to or value of said prosecute such suit or to evidence to bidders at any sale held

until the delivery of a Master's Deed or Special Commissioner's 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. 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, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

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

SUBJECT TO NOTICE AND CURE RIDER SET FORTH BELOW

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

24 day of October, 1989.

Pete Lagios (SEAL)
 Pete Lagios

Theodora Lagios (SEAL)
 Theodora Lagios

_____(SEAL)

_____(SEAL)

State of Illinois)
) SS
 County of COOK)

I, Lois M. Siadek, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Lagios and Theodora Lagios, his wife personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 24th day of October, 1989.

My Commission Expires April 2, 1991

Lois M. Siadek

Notary Public
 " OFFICIAL SEAL "
 LOIS M. SIADÉK
 NOTARY PUBLIC, STATE OF ILLINOIS
 MY COMMISSION EXPIRES 4/2/91

NOTICE AND CURE: Anything herein contained to the ~~contrary notwithstanding~~, there shall be no default hereunder unless Mortgagee has given Mortgagor a notice of default which provides that such default be cured within a) 10 days after receipt in the event of monetary default, or b) 30 days after receipt in the event of a non-monetary default.

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CAROL MCBEELEY BRAUN
REGISTRAR OF TITLES

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COMMUNITY DEVELOPMENT BANKING

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