Made in duplicate.

3877120

Mortgage

Dated this 13th day of April A. D. 19 90 Loan No. 12643-4.0

THE UNDERSIGNED
SOUTH HOLLAND TRUST & SAVINGS BANK AS TRUSTEE U/T/A DATED APRIL 5, 1990 AND KNOWN AS TRUST NO. 9721

of the Village of South Holland County of Cook State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and warrant to

Amity Federal Bank For Savings

a corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook , in the State of Illinois, to wit:

Lot 5 and the North 1/2 of Lot 6 in John J. Mack's Resubdivision of Lots 1 and 2 in Block 8 in C. A. Bogue's Addition to Morgan Park, being a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 24, Township 37 North, Range 13 East of the Third Principal Meridian, according to the plat thereof registered as Document Number 1318969 in Cook County, Illinois commonly known as 11410 S. Western, Ave., Chicago, IL 60643

Permanent Tax No. 24-24-225-066-0000

NOTE IDENTIFIED

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TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power or otherwise, including screens, window shades, storm doors and windows, and floor coverings, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property, together with all the estate, right, title, and interest of said Mortgagor in and to said property and the rents, issues, and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, including all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, and such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due and secured hereby or incurred hereunder.

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

TO SECURE: (1) the payment of a certain indebtedness from the Mortgagor to the Mortgagee in the principal sum of ---------------------ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100THS--------------------- DOLLARS ($ 175,000.00), together with interest thereon as provided by a note of even date herewith made by the Mortgagor in favor of the Mortgagee evidencing said indebtedness, said principal and interest being payable as provided in said note until the entire sum is paid.

(2) Any additional advances made by the Mortgagee to the Mortgagor, or his successors in title, for any purpose, at any time prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than ---------------------ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100THS--------------------- DOLLARS ($ 175,000.00) together with interest thereon, plus any advances necessary for the protection and/or enforcement of the lien of this mortgage.

THIS MORTGAGE CONSISTS OF TWO PAGES. THE COVENANTS, CONDITIONS AND PROVISIONS APPEARING ON PAGE 2 (the reverse side of this mortgage) ARE INCORPORATED HEREIN BY REFERENCE AND ARE A PART HEREOF AND SHALL BE BINDING ON THE MORTGAGORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

SOUTH HOLLAND TRUST & SAVINGS BANK AS TRUSTEE U/T/A DATED APRIL 5, 1990 AND KNOWN AS TRUST NO. 9721 AND NOT PERSONALLY.

By: Michael L Nylen Trust Officer (SEAL) _______________ (SEAL)

Attest: J Brunell Asst. Secretary (SEAL) _______________ (SEAL)

_______________ (SEAL) _______________ (SEAL)

Notwithstanding any terms or provisions of this instrument, the South Holland Trust & Savings Bank, as Trustee, Trust No. 9721, ... of any kind or nature, but executes this instrument solely as Trustee covering trust property above referred to.

State of Illinois
County of Cook } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael L. Nylen, Trust Officer and John Brunelle, Asst. Secretary of the South Holland Trust & Savings Bank

personally known to me to be the same persons whose names 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, the 20th day of April, A. D. 19 90.

OFFICIAL SEAL
KRISTINE OLTHOFF
Notary Public, State of Illinois
My Commission Expires 3-12-91

Kristine Olthoff
NOTARY PUBLIC

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON Page 1 (the reverse side of this mortgage):

A. THE MORTGAGOR COVENANTS:

(1) To pay at the earliest date when they will be accepted by the proper authorities, all general taxes, special assessments and other taxes levied or assessed upon said property or any part thereof and to promptly deliver the official receipts therefor to the Mortgagee upon demand; (2) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards as the Mortgagee may require to be insured against, 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 making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder; in such case, the Mortgagor covenants to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the insurance companies; (3) To commit or suffer no waste of such property, and to maintain the same in good condition and repair; To promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; and to suffer or permit no unlawful use of nor any nuisance to exist upon said property; Not to weaken, diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or ommission to act; To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fee incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; (4) Not to permit or suffer without the written permission or consent of the Mortgagee being first had and obtained, (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon said property.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on his behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that any moneys paid or disbursed by the Mortgagee, for any of the above purposes, shall be added to the unpaid balance of the aforesaid obligation as of the first day of the then current month, and become so much additional indebtedness secured by this mortgage; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgagee shall not incur 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 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;

(3) That if the Mortgagor shall secure, and assign to said Mortgagee, disability insurance and life insurance in a company acceptable to said Mortgagee, and in a form acceptable to it, the Mortgagee has the right to advance the annual premiums each year for such insurance and add each such payment to the unpaid balance of the loan as of the first day of the then current month, and it shall become additional indebtedness secured by the Mortgage. It is further understood that if the Mortgagee advances said insurance premium, the Mortgagor agrees to pay each month, in addition to the installments required in the aforementioned Note, a sum equivalent to one-twelfth of the said annual insurance premiums, which is to be applied to the unpaid balance of the loan;

(4) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, 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 forbear 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.

(5) 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 obligation or any extension or removal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing 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 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 Mortgagee may also immediately proceed to foreclose this mortgage;

(6) 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 Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver 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 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; 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 10% per annum, which may be paid or incurred by or on behalf of Mortagee for attorney's fees, outlays for exhibits attached to pleadings, stenographer's fees, Master's fees and commissions, court costs, publication costs, and costs of procuring all such abstracts of title, title searchers, examinations and reports. All amounts as aforesaid, together with interest as herein provided, shall become additional indebtedness of and be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. 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, 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;

(7) 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.

(8) 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 singular number, as used herein, shall include the plural; that all rights and obligation under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

(9) The Mortgager does hereby waive any and all rights or redemption from sale under decree foreclosing this mortgage.

(10) If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request.

3877120

1990 APR 30 PM 4: 02

CAROL [illegible]
REGISTRAR OF TITLES

This Instrument was prepared by and
Mail to Rita Brinker
% Amity Federal Bank For Savings
7151 West 159th Street
Tinley Park, Illinois 60477
(708) 429-0100

3877120

IN DUPLICATE

Submitted by
Address 3877120
Promised
Deliver certif. to
Address
Deliver duplicate Trust
Deed to
Address
Notified

GREATER ILLINOIS TITLE COMPANY
BOX 116
WELSH
457718