THIS INSTRUMENT WAS PREPARED BY:

Suzanne Spell One South Dearborn Street Chicago, IL 60603

TRUSTEE MORTGAGE

CITIBAN(O

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

LOAN#: 010048535

SOUTH HOLLAND TRUST AND SAVINGS BANK

19 91

, by and between

JANUARY 18, 1993 and known as Trust No. 10065 , herein referred to as "Mortgagor", and Cithank, Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or its successors and assigns, norms referred to as "Mortgagee", WITNESSETH:

(\$ 160,000.00), if ade payable to the order of the Mortgagee in and by which the Mortgager promises to pay out of that portion of the trust estate subject to said "in A Agreement and bereinafter specifically described, (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to principal said indebtedness is paid in full. All of said principal and interest are made payable at such place as the holders of the Note may, from time to time in writing appoint, and in absence of such appointment, then at the office of Citibank, Federal Savings Bank.

NOW, THEREFORE, the Mortgagor to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this mortgage, and also in class deration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, W.P.C.NT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real entate and all of its estate, right, title and interest therein, situate, lying and being in the City of Glerwood , County of Cook , and State of Illinois, to-wit:

PARCEL 1: LOT 12 IN HICKORY RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10 (EXCEPT THE NORTH 908 FEET THEREOF) IN TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE TAIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 25, 1976 AS DOCUMENT LR2860568, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: AN UNDIVIDED 10/89 INTEREST IN LOT 2 IN HICKORY RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 O' SECTION 10 (EXCEPT THE NORTH 908 FEET THEREOF) IN TOWNSHIP 35 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 25, 1976 AS DOCUMENT LR 2860568, ALL IN COOK COUNTY, ILLINOIS.

CONTINUED

more commonly known as:

406 Hickory Ridge, Glenwood, IL 60425

3a-10-201-0124 022

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

TOGETHER with all buildings, improvements, tenemonts, easements, fixtures, and appurtonances thereto belonging, a will rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awaings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or themson used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing):

(a) (if the improvements consist of a hotel, motel or furnished apartments) all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or

(b) (if the unprovements consist, in whole or in part, of infurnished apartments) all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the premises are located, or

(c) (if the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aerials, or

(d) (if the improvements consist of a commercial building, manufacturing plant of other type of improvements useful for industrial or commercial purposes) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises.

Continuation of Legal Description

I.D. # 32-10-201-012-0000

32-10-201-022-00000

Property of County Clerk's Office

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it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the haid, estate and property beneminatore described, real, personal and inixed, whether affixed or annexed or not (except where otherwise becomebove specified) and all rights bereby conveyed and martgaged are intended so to be us a and and are bereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Martgages, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestond Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or beneafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' bens or other hens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lieu or charge on the premises superior to the lieu hereof, and upon request exhibit satisfactory evidence of the discharge of such prior hen to Martagee; (d) complete within a measurable time any binkling or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or maintenal ordinance; (g) suffer or permit no change in the general nature of the occupancy of the promises, without Mortgagee's written consent; (b) mittate or acquiesce in no zoning reclassification, without Mortgage's written consent; (i) pay each item of indebtathess secured by this Mortgage when the according to the terms hereof or of the Note; (j) not to suffer or permit any inhawful use of or any musance to exist upon the premises; (k) not to diminish or impair the value of premises or the security intended to be effected by virtue of this Mortgage by any act or omission to act; (I) 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 tees mourned or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any up city by reason of this Mortgage; (ii) not suffer or permit, without Mortgagase's written consent, (i) any alterations, additions to, demolition or removal or any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, ((i) a sale, assignment or transfer of any right, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be found in or upon the premises, (iii) any change in the nature or and a ter of the operation of the premises which will increase the intensity of the use thereof, and (iv) a change or alteration of the exterior and interior which all arrangement (but not to the axi fasion of others) walls, rooms and halls.
- 2. Sale or Transfer of Promise or Interest Thorain. Mortgagor agrees and understands that it shull constitute an event of default under this Mortgage and the Note entiting the consider berein and in the Note to be exercised if (a) the Mortgagor, or any beneficiary of the Mortgagor, shall convey title to, or beneficial interest in a collection of election of elections of electio him or security interest to attach to the produces of the beneficial interest in the premises other than the hen of this Mortgage, excluding taxes and assessments not yet due and payable (c) may arth less of agreement for deed or other installment contract for deed, title or beneficial interest or land contract in the premises are entered into, or (d) any partnership referesh of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgagor or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Marigagor is conveyed, transferred, or hypothecated, in whole or
- 3. Payment of Taxos. Mortgagor shall pay before a sy penulty attaches all general taxos, and shall pay special taxos, special assessments, water charges, sewer service charges, and other charges agains, the premises when due, and shall upon written request, farmish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor, seed you in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest,
- 4. Insurance. Mortgagor shall keep all buildings and improvarients now or hereafter situated on said premises insured, until the indebtedness secured by this Mortgage is fully paid, or in case of foreclosure, until the expiration of any period of redemption, against loss or damage by live and such other hazards as may reasonably be required by Mortgagee, arched ug, without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Mortgages such protection is necessary. More we shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgages may require and if required to Abertgages, flood and rents (which will assure coverage for loss of rental mooting for twelve (12) consecutive months) insurance. All policies of insurance of be furnished becominder shall be in forms, companies and amounts satisfactory to Mortgagoe, (but in no event less than the amount needed to pay in the indobtedness secured hereby) with mortgagoe chances attached to all policies in fivor of and in form satisfactory to Mortgagoe, including a provision is quiting that the coverage evidenced thereby shall not be to immated or materially modified without ten (10) days' prior written notice to the Mortgages. Nortgagor shall deliver all policies, including additional and removal policies, to Mortgages, and, in the case of insurance about to express shall deliver renoval policies not less than ten (10) days prior to the respective dates of expiration.
- 5. Tax and Insurance Deposits. In order to more fully protect the security of this Mo tgage and to provide security to the Mortgagee for the payment of real estate taxes, assessments (general and special), water and sewer charges, and ""to ance promiums for all insurance applicable to the inortgaged premises, Mortgagor agrees to pay to Mortgagoe, at such place as Mantgagoe may from an evolume in writing appoint and in the absence of such appointment, then at the office of the Mortgagee in Chicago, Illinois, each month at the due loca for the monthly installments of principal and interest as provided for under the Note (in addition to paying the principal and discrete provided for and rethe Note) in an amount as determined by Mortgagee, in such manner as the Mortgagee may prescribe, to provide security for the payment of the oil estate taxes, assessments (general and special), water and sewer charges, and insurance premiums for all insurance applicable to the premises. Mortgage result deposit at least 60 days principal the due date of any such real estate tax, assessment (general and special), water or sewer charges, or insurance promiums or interest or innollization. payment, such additional amount as may be necessary to provide Mortgages with sufficient funds in such deposit account to pay each such item at least 60 🖟 days in advance of the due date thereof.

If at any time the amount of the real estate taxes, assessments (general or special), water and sever charges or insur-ice premiums are increased or 🗷 Mortgages receives information that the same will be increased, and if the monthly deposits then being made by Mortgage, to this purpose (if continued) would not make up a fund sufficient in the opinion of the Mortgages to pay such item 60 days prior to its due date, said mortaly deposits shall thereupon to increased and Mortgagor shall deposit immediately with Mortgagee on demand such additional sums as are determined by the Mortgagee so that the moneys then on hand for the payment of said item plus the increased monthly payments and such additional sums demanded a lab be sufficient so that Mortgages shall have asserved from Mortgagor adequate amounts to pay such item at least 60 days before the same becomes due and payable. For the purpose of determining whether Mortgages has an hand sufficient morneys to pay any particular term at least 60 days prior to the due date therefor, deposits for each item shall be treated separately, it being the intention that Morigages shall not be obligated to use moneys deposited for the payment of an item, not yet due and payable for the payment of an item that is due and payable.

Notwithstanding the forecome, it is understand and agreed to that decisins provided for hereunder may be hold by Morteague in a single non-interest bearing account, and (b) that Mortgagor at its option may, if Mortgagor fails to make any doposit required hereunder, use deposits for one item for the payment of another them then due and payable. All such deposits shall be beld in escrow by Mortgager and shall be applied by Mortgager to the payment of the said real ostate taxes, assessments (general and special), water and sewer charges, and insurance promiums, when the same become due and psychia. The said deposits shall bear no interest. Failure to pay any of the idensaid monthly deposits for 16 days after they are due or failure to pay any of the aforesaid additional deposits for 5 days after demand by Mortgages, shall be an event of default under the Note sectioned by this Mortgages, and this Mortgages, in which event all remedies under the Note secured by this Mortgages and this Mortgages may be immediately exercised by the Mortgages. and, further, all moneys on hand in the deposit fund may, at the option of Mortgagos, be applied in reduction of the indebtedness under the Note secured by this Mortgage.

If the finds so deposited exceed the amount required to pay such taxes, assessments (general and special), water and sewer charges, and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. The Mortgigor further agrees that Mortgigor shall not be required to make payments for which insufficient fluids are on deposit with the Mortgager. Mortgager agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other morses for such purpose and the Mortgagee shall not incur any hability for anything it may do or muit to do.

Upon an assignment of this Mortgage, Mortgages shall have the right to pay over the balance of such deposits in its possension to the assignee and Mortgages shall thereupon be completely released from all liability with respect to such deposits and Mortgagor shall look solely to the assignee or transferor with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtedness under the Note secured by this Mortgage and the Mortgage (or at any prior time at the election of the Rent holder of the Note and this Mortgage) the balance of the deposits in its possession shall be paid over to the exceed owner of the premises at the time of payment and no other party shall have any right or claim thereto in any event.

- 6. Mortgages interest In and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage or in the Note, the Mostgages may at its option, without being exquired to do so, apply any moneys at the time on deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, or any of Mortgagor's obligations become in the Note contained, in such order and manner as the Mortgagor may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness becomes and shall be held in trust to be irrevocably applied by the Mortgages for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgages shall not be hiddle for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgages in writing not less than thirty (30) days prior to the due date therefor to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums.
- 7. Mortgages's Right to Act. If Mortgager finls to pay any chain, hen or encombrance which shall have a prior bar to the hen of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or parmit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgages, at its option, may pay such chain, hen, encumbrance, tax, assessment or premium, with right of subregation thereunder, may procure such abstracts or other evidence of title as it deems advisable to prevent or cure such abstracts or other evidence of title as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgages deems advisable, and for any of such purposes Mortgages may advance such sums of money as it deems accessary. Mortgages shall be the sole judge of the legality, validity and priority of any such claum, hen, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgager will pay to Mortgages, immediately and without the Note, and all such sums and interest thereon shall be secured hereby.
- 8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any claim w for such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount. a be paid upon the loss. In either case Mortgages is authorized to collect and receipt for any such insurance money. Mortgager agrees to sign, upon demay a by Mortgagee, all receipts, vouchers and releases required of him by the companies. If (a) Mortgagor is obligated to restore or replace the damaged or dest oyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, (b) such damage asset yection does not result in cancellation or termination of such lease, (c) the insurers do not deny liability as to the ansureds, and (d) such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improvements in the judgement of Mortgagoe, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvement of said premises. In all other cases, such insurance proceeds may, at the option of Mortgages, either be applied in reduction of the indebtedness secured bareby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgager for the cost of the rebuilding or restoration of buildings or map overnents on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made a 'ailable, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with sich a chitect's cortificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reasonable require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secund hereby, with an plans and specifications for each rebuilding or restoration as the Mortgageo may reasonably require and approve. No payment made poor to the first completion of the work shall exceed among percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of a ud proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of him.

In the case of loss after foreclosure proceedings have been u. at all the proceeds of any such insurance policy or policios, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be as at to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the court may direct. In case of the foreclosure of this mortgage, the court in a decree may provide that the mortgagee's clause attached to each of said policios making the loss thereunder payable to said craditor; and any such foreclosure decree may firther provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such associated successive redemptor may cause the proceeding loss clause attached to each insurance policy to be canceled and a new loss chause to be attached. It enters the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgage, to assign any and all insurance policios to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policios.

- 9. Stamp, Transfer or Revenue Tax. If, by the laws of the United States of Ame, ica, or of any state having jurisdiction over the Mortgagor or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgago or the recordation thereof, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants at 'old harmless and agrees to indemnify the Mortgagor its successor or assigns, against any liability incurred by reason of the imposition of any on the tax.
- 10. Propayment Privilege. At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the equivolence) as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.
- 11. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended a varied or if any part of the security be released all persons now or at any time hereafter hable therefor, or interested in said premises, shall be held to ar sent to such extension, variation or release, and their hability and the lien and all provisions hereof shall continue in full force, the right of recourse ago install such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the start in which the promises are located deducting from the value of land for the purpose of taxation any ben hereon, or imposing upon the Mortgages the payriam of the whole or any part of the taxes or assessments or charges or hens herein required to be paid by Mortgager, or changing in any way laws relating to the visition of mortgages or debts secured by mortgages or the mortgages interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thensof, then, and in any such event, the Mortgager, upon demand by the Mortgages, shall pay such taxes or assessments, or reimburse the Mortgages therefor; provided, however, that if in the opinion of connect for the Mortgages (a) it might be unlawful to require Mortgager to make such payment or (b) the making of such payment might result in the unposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgages may elect, by notice in writing given to the Mortgager, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.
- 13. Mortgages's Performance of Defaulted Acts. In case of default therein, Mortgages may, but need not, make any payment or perform any act horsin required of Mortgages in any form and manner deemed expesient by Mortgages, and may, but need not, make full or partial payments of principal or interest on prior occumbrances, if any, and purchase, discharge, compromise or settle any tax here or other prior here or title or claim thereof, or nedeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgages to protect the mortgages and the ben hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgages shall never be considered as a waiver of any with a count of any default on the part of Mortgagor.
- 14. Mortgageo's Rollanco on Tax and Insurance Bills, Etc. Mortgagee in making any payment is hereby authorized: (a) to pay any taxos, assessments and insurance premiums, according to any bill, statement or estimate proximed from the appropriate public office or vendor without inquiry into the occuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereoff or (b) to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

- 15. Acceleration of indebtedness in Case of Default. If (a) default be made for litteen (15) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagor shall file a petition in voluntary bankruptcy under the United States Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or farl to obtain a vacation or stay of involuntary proceedings within the (10) days, as heromalier provided; or (c) the Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor or for all of its property or the imporpant thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions bereinbefore or heremafter contained, required to be kept or performed or observed by the Mortgagor and the same shall continue for three (3) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.
- 16. Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration of otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and exponses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraises's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and send to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgages may deem reasonably necessary 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 or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, it. Note or said premises, including probate and bankingtry proceedings, or in preparations for the commencement or defense of any proceeding or the said expense of any proceeding or the said payable by Mortgager, with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.
- i?. Application of Processas of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First or become of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph here it is cond, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as not in provided; third, all principal and interest remaining impaid on the Note; fourth any overplus to Mortgagor, its successors or assigns, as their rights may appear.
- 18. Appointment of Receiver. 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 said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgager at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homesticad or not and the Mortgager is reunder or any holder of the Note may be apparated as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises airing the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full as tatutory period of redemption, whether there be receiver, not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and I profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the promises 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 paymen' in whole or in pair of (a) the indebtadness secured benefit, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which the income superior to the lien hereof or of such decree, provided such application is made prior to foreclosure safe; (b) the deficiency in case of a safe and deficiency.
- 19. Assignment of Ronts and Loasos. To further secure the indeot driess secured hereby, Mortgagor does hereby sell, assign and transfer unto the Mortgagoe all the rents, issues and profits now due and which may hereaft it become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises of any part thereof, which may have been hereafter or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagoe under the parties herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all of the a car), thereunder, unto the Mortgagoe, and Mortgagor does hereby appoint irrevocably the Mortgagoe attained lawful attorney in its name and stead (wit to rewithout taking possession of the promises as provided in paragraph 19 hereof) to tent, lease or let all or any portion of said premises to any party or partie and upon such terms as said Mortgagoe shall, in its discretion, determine, and to collect all of said avials, mats, issues and profits arising for nor according at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbago, of the bility and rights of recourse and indemnity as the Mortgagoe would have upon taking possession pursuant to the provisions of paragraph. 20 hereof.

The Mortgagor represents and agrees that no cent has been or will be paid by any person in bosses on of any portion of the above described promises for more than one installment in advance and that the payment of none of the rents to accrue for a sy portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor. The Mortgagor waives any rights of set-off against any person in possession of any portion of the above described premises. If any lease provides for the arcaneous formed dening repair of the premises. If any lease provides for the arcaneous free repair of the premise demised thereunder by reason of fire or other casualty, the Mortgagor shall literash to the Mortgagor agrees that it will not assign any of the rents or profits of said premises, except to a purchaser or grantee of the promises.

Nothing herein contained shall be construct as constituting the Mortgagee a mortgagee in possession in the assert. If the taking of actual possession of the premises by the Mortgagee pursuant to paragraph 20 hereof. In the exercise of the power herein granted the Mortgagee, no hability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgager.

The Mortgagor further agrees to assign and transfer to the Mortgagoe all fitture leases upon all or any part of the premise the remakove described and to execute and deliver, at the request of the Mortgagoe, all such further assurances and assignments in the premises as the Mortgagoe shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph 19 shall be a present assignment, it is expressly understood and agreed, anything berein contained to the contrary notwithstanding, that the Mortgagoe shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist bereinder.

20. Mortgageo's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforosaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgageo shall surrender to Mortgagee shall be entitled to take actual possession of the premises or any part thereto personally, or by its agents or attorneys, as for condition broken, and Mortgageo in its discretion may, with an without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of the Mortgageo or then owner of the promises relating thereto, and may exclude the Mortgageo, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagor, or in its own name as Mortgageo and under the powers berein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either poisonally or by its agents and with full power to use such measures, legal or equitable as in its discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, cents issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detailer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers beroin granted at any and all times hereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or subleuse for any cause or on any ground which would entitle Mortgago it cancel the same, to elect to disaffirm any lease or subleuse made subsequent to this Mortgago or subordinated to the b

The Mortgagee shall not be obligated to perform or discharge, nor does it beneby undertake to perform or discharge, any obligation, duty or hability under any leases, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagor harmless of and from any and all limbility, loss or damage which it may or might incur under and leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms,

covenants or jercements contained in said leases. Should the Mortgagee mean any such hability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fews, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

- 21. Application of income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers become become tred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:
 - (a) to the payment of the operating expenses of said property, including cost of management and lensing thereof (which shall include reasonable compensation to the Mortgages and its agent or agents, it management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and proming tomaits and entering into leases), established claims for damages, if any, and premiums on insurance bereimbove authorized;
 - (b) to the payment of taxes and special assessments now due or which may be reafter become due on said premises;
 - (c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing religionation and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;
 - (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale,
- 22. Mortgageo's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 23. Late Charge. In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.
- 24. Condemnation. Me gazor hereby assigns, transfers and sets over una Mortgagoe the entire proceeds of any award or any claim for damages for any of the mortgaged proper y Usen or damaged under the power of enument domain or by condemnation. Mortgagoe may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mort, age and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagor. If the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of thus Mortgago and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the cobuilding or restoring of buildings or improvements on a sid premises, provided Mortgagor is not then in default under this Mortgagor. In the event Mortgagor is required or authorized, either by Mortgagor a election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as as provided in pengraph 8 hereof for the payment of marranse proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall puy such cost in excess of the award, before being entitled to reimbursement out of the award. Any set plus which may remain ent of such award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagor, be applied on account of the find elected at the time of such application of proceeds (or if Mortgagor then has no such hereby.
- 25. Release upon Payment and Discharge of Mortgagor's O'm gations. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured by the payment of a reasonable fee to Mortgagee for the preparation and execution of such release.
- 26. Giving of Notice. Any notice which either party heroto may desire of he required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premiss the eigenated by street address or to the Mortgagoe, at its principal office in Chicago, Illinois to the attention of the office of the Vice President in charge of a no neith multi-limity real estate boars and specifying the boar number, or at such other place within the United States as any party heroto may by notice in writing designate as a place for service of notice, shall constitute service of notice herounder. Any notice given by the Mortgages shall be decaused given in the date the same is deposited in the United States mails.
- 27. Waiver of Debnes. No action for the enforcement of the hen or of any provision he got shull be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note sureby secured.
- 28. Waiver of Statutory Rights. Mortgagor shall not and will not apply for or nynthit effol any appraisement, valuation, stay, extension or exemption laws, or any so-called "Morntornan Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosing of this Mortgage, but hereby waives the benefit of such have. Mortgagor for itself and all who may claim in high or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the hereof and agrees that any court having purisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MOLTC AGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOS IRE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENFFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTERESTIN, OR TITLE TO, THE PREMISES LESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PETAMOTTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.
- 29. Mortgages's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds invested this Martgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions service charges, inquidated damages, expenses and advances due to or incurred by the Mortgages in connection with the loan to be secured hereby, an in accordance with the application and loan commitment issued in connection with this transaction.
- 30. Furnishing of Financial Statements to Mortgages. Upon expose, Mortgager shall furnish to Mortgages, a semi-annual coording statement of income and expense of the mortgaged premises signed and certified by the Mortgager's beneficiary or beneficiaries.
- 3). Completive Rights. Each right, power and remedy herein conferred apon 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.
- 32. Binding on Successors and Assigns. The hen of this Mortgage and all of the provisions and conditions contained herom shall extend to and be binding upon all successors and assigns of the Mortgager. The word "Mortgagee" when used berom shall include the successors and assigns of the Mortgagee named herom, and the holder or holders, from time to time, of the Note secured hereby.
- 33. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions libreof.

THIS MORIGAGE is executed by the inderagned, not personally but as Trastee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Tristee and said (Corporation) (Association) hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the said Mortgagor or on said (Corporation) (Association) personally to pay the Note or any interest that may accene thereon, or any indebtedness accruing hereinder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be concled in language of a promise or covenant or agreement), all such hability, if any, being expressly waived by Mortgagea and by every person now or hereafter clausing any right or security hereinder, and that so far as the Mortgagor and its successors and said (Corporation) (Association) personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereinder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thencef, for the payment thereof, by the onforcement of the lein hereby created, in the manner herein and in the Note provided; (2) any other security given to secure and indebtedness; or (3) the personal liability of the guarantor, co-signor, sitesty or endorsor, if any.

SOUTH HOLLAND TRUST AND SAVINGS BANK

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TRUSTEE MORTGAGE

Citibank, Federal Savings Bank

A Federal Savings and Loan Association

Upon Property Located at: 406 Hickory Ridge Glenwood, IL 66425 Corporate Office One South Dearborn Street Chicago, Illinois 60663 Telephone (1 312 977 5000)

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