

That all or any part of the property or any interest therein is sold or transferred by Mortgagee without the prior written consent of Mortgagee, including (a) the creation of a lien or encumbrance subordinate to the mortgage... (b) the creation of a lien or encumbrance on the property...

THE MORTGAGOR COVENANTS:

(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... (2) 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...

is \$25,000.00 (Twenty Five Thousand and no/100) Dollars, which shall be paid in full on or before the 26th day of July, 1981.

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

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appointments, appurtenances, and with all the rights and privileges therein belonging, unto said Mortgagee, its heirs, assigns, and assigns forever, for the use hereon set forth, free from all liens and encumbrances...

Lot Twenty-one (21) in Anton J. Schmid's Subdivision of a Tract of land described as follows: Beginning at a point in the center line of Peterson Avenue 1.65 chains East of the South West corner of the North West Fractional Quarter (1/4) of Section 5, Town 40 North...

NORWOOD FEDERAL SAVINGS BANK DIVISION OF DEERFIELD FEDERAL SAVINGS a corporation organized and existing under the laws of the United States of America hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to wit:

undersigned in pursuance of a Trust Agreement dated February 10, 1982 and known as just number 23118 hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to

PIONEER BANK & TRUST COMPANY THIS INDENTURE WITNESSETH, That the undersigned, 39669288e

Mortgage (Corporate Trustee Form) Loan No. 10956-ST

446096C

NOTE IDENTIFIED

Mortgage shall have waived such option to accelerate if, before the date of maturity of the mortgage and the period to which the property is sold or transferred reach agreement in writing that the credit of such option is satisfactory to the mortgagee and the proceeds of the sale of the property secured by this mortgage shall be at such rate as the mortgagee shall request.

Subject to the terms of this paragraph, nothing in this mortgage contract shall prevent Mortgagee from dealing with any successor in interest of the Mortgagor in the same manner as with the Mortgagor, and said dealings may include forbearing to sue or extending the time for payment of the debt secured hereby, but said dealings shall not discharge or in any way affect the liability of the Mortgagor hereunder or 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 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 the custody of any court, or if the Mortgagor abandon any of said property, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without effecting 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 Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises on mase 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 the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonable attorney's fees, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to 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. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

I 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 compensation 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 Mortgagor.

J All payments, rents, issues and profits of said premises are pledged, assigned and conveyed to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or enjoyment of any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof: (a) to pledge said rents, issues and profits of a party with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, repair or repair said premises, buy furnishings and equipment, and do whatever it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first, on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid by the Mortgagor, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a 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 powers, 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.

K 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, toward the payment of such 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 the 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.

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 to waive by the Mortgagee performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to acquire or enforce performance of the same or any other of said covenants; that whenever the contract herein requires, the mortgaging 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 successors, 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.

M The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N The right is hereby reserved by the Mortgagee to make partial releases of all or any part of the indebtedness secured hereby without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial releases or releases shall not impair in any manner the validity or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer or surety or endorser from personal liability for the indebtedness hereby secured.

O This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said undersigned 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 said note contained shall be construed as creating any liability on the part of said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest thereon or the indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof; by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety, or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its

Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this

22nd day of April, A.D. 19 91

PIONEER BANK & TRUST COMPANY

ATTEST: [Signature] As Trustee as aforesaid and not personally

[Signature] Assistant Secretary BY [Signature] Vice President

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 Phyllis J. Robinson

personally known to me to be the Vice President of PIONEER BANK & TRUST COMPANY

a corporation, and Sharon Jackson personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that they executed this mortgage and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, and the uses and purposes therein set forth.

GIVEN under my Hand and Notarial Seal, this 22nd day of April, A.D. 19 91.

THIS INSTRUMENT WAS PREPARED BY: Barbara Wallace Notary Public, No. 0977

Norwood Federal Savings Bank Division of Deerfield Federal Savings 5813 North Milwaukee Avenue Chicago, Illinois 60646

OFFICIAL SEAL MARIA DEL PILAR COUSINO Notary Public, State of Illinois My Commission Expires 5-15-93