

MORTGAGE

NAME AND ADDRESS OF MORTGAGOR		NAME AND ADDRESS OF MORTGAGEE	
Devon Bank as Trustee of Trust Number 4323, dated May 9, 1981 Chicago, Illinois		ITT Financial Services 89 W. Rand Road Arlington Heights, IL 60004	
DATE OF MORTGAGE	MATURITY DATE	AMOUNT OF MORTGAGE	FUTURE ADVANCE AMOUNT
NOVEMBER 23, 1991	NOVEMBER 29, 2001	35,000.02	-0-

WITNESSETH, that mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount shown above together with interest thereon, does by these presents mortgage and warrant unto mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Illinois, to wit: Lot One (1) in Block Fifteen (15) in Edgebrook Manor, being a Subdivision of Lots 27, 32, 33, 34 and 35, that part of the Southwest half (1/2) of Lot 38 and all of Lot 39, West of Road, all of Lots 40, 41, 42, 43 and 44; the Southwest Half (1/2) of Lot 45; all of Lots 47 to 52, both inclusive, in the Subdivision of Bronson's part of Caldwell's Reservation, in Townships 40 and 41 North, Range 12 East of the Third Principal Meridian, (excepting certain parts) according to Plat thereof registered on March 1, 1922, as document Number 148536 in the City of Chicago, Cook County, Illinois. Commonly known as 6556 N. Minnetonka, Chicago, IL 60646 Tax Parcel No. 10-32-418-011

THIS IS A JUNIOR MORTGAGE

NOT IDENTIFIED

4015043

This mortgage shall also secure advances by the Mortgagee in an amount not to exceed the amount shown above as Future Advance Amount together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereon, and all screens, awnings, shades, porches, ash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises".

TO HAVE AND TO HOLD the premises unto mortgagee, its successors and assigns, forever, for the purposes, and upon the conditions and covenants herein set forth.

The mortgagor hereby covenants that the mortgagee is seized of a good title to the mortgaged premises in fee simple, free and clear of all liens and encumbrances, except as follows:

Mortgage to Citicorp Savings of Illinois in the principal amount of \$119,000.00 dated August 8, 1964 and recorded August 15, 1964 as document number 3540656.

and the mortgagor will forever warrant and defend the same to the mortgagee against all claims, whosoever PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagee shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms hereof, and all renewals and extensions thereof, and all other present and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in the premises shall be assessed for taxation and taxed together without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against the mortgagee or the indebtedness hereby secured and on the premises described in this mortgage, including every charge, interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or deduction against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with reasonable provisions of any insurance company approved by the mortgagee with loss payable to the mortgagee as its interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee. Loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether do or not or to the restoration of the mortgaged premises.

The mortgagor further covenants with the mortgagee: (1) to pay the indebtedness hereby secured; (2) to keep the mortgaged premises in good tenantable condition and repair; (3) to keep the mortgaged premises free from liens superior to the lien of this mortgage; (4) not to commit waste nor suffer waste to be committed on the mortgaged premises; and (5) not to do any act which shall impair the value of the mortgage premises.

In case any such taxes or assessments remain unpaid after they become delinquent or in case of failure to keep the mortgaged premises so covenanted, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may on its part cure such defaults and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the maximum legal rate allowed by Illinois statute and form a lien upon the real estate described herein.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

Mortgagor hereby waives all rights to possession of and occupancy from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagee further agrees that upon commencement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises including homestead interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period, and may order such rents, issues and profits when so collected, be applied first to the receivership expenses, including expenses incurred for necessary repairs, for the payment of insurance premiums, taxes and assessments, and for commissions due the receiver, with the balance thereof being paid to the person entitled to a deed under the certificate of sale or in satisfaction of the redemption money if said premises be redeemed as prescribed by law.

Mortgagor agrees to pay all expenses and disbursements paid or incurred on behalf of mortgagee in connection with the foreclosure hereof including without limitation, reasonable attorney's fees, abstracting or title insurance fees, outlays for documentary evidence and all similar expenses or disbursements. All such expenses and disbursements shall be an additional lien upon the mortgaged premises, shall be taxes or costs and included in any decree that may be rendered in such foreclosure proceeding.

If mortgagor is an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

UNOFFICIAL COPY

1
1451786

NO. 1451786
MORTGAGE 3
6015043

IN DUPLICATE

REGISTRY OF DEEDS
CAROL ROSELEY
DEC - 2 1981

4015043

Notified _____
Address _____
Recorder _____
177 FINANCIAL GUNTON WISKI
84 W. RAND AVENUE
APPLICATOR: ALBERTS TRUST COMPANY

THIS INSTRUMENT WAS DRAFTED BY RONALD G. ROBERT, 920 BAYVIEW ROAD, BIRMINGHAM, AL 35223 FROM INFORMATION SUPPLIED BY IIT FINANCIAL SERVICES.

Return Recorded
IIT Financial Services
89 W. RAND ROAD
ATLINGTON HEIGHTS, ILLINOIS
60110
My copy of this instrument is being filed for recording in Cook County Illinois
6015043

MARY T. PLOTKE, Trust Administrator
November 9, 1981

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS
County of Cook
I, the undersigned, being the duly qualified and authorized officer of the State of Illinois, do hereby certify that the foregoing instrument and in knowledge of the same as has been put in my hands and perused the same and that the same is in conformity with the laws of the State of Illinois and that the same is a true and correct copy of the original as the same appears from the records of the State of Illinois.

MONTAGORSI
DEVON BANK AS TRUSTEE OF TRUST
NUMBER 4323, dated May 9, 1981

[Signature]
Trust Officer

Attest: *[Signature]*
Mary T. Plotke, Trust Administrator