

TRUSTEE MORTGAGE

PREFERRED LOAN

Prepared by: L. Valentine
22 W. Madison Room 550
Chicago, IL 60602

One South Dearborn Street
Chicago, Illinois 60603

Ref No.: 28002033234

THIS MORTGAGE is made this 7TH day of DECEMBER 19 91
between the Mortgagor, SUBURBAN TRUST AND SAVINGS BANK TRUST (not personally but as Trustee under
the provisions of a Trust Agreement dated June 9, 1986 and known as Trust No. 3918), (herein "Borrower"), and the
Mortgagee, Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose
address is One South Dearborn Street, Chicago, Illinois 60603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00, which indebtedness is evidenced
by Borrower's note dated DECEMBER 7, 1991 and extensions and renewals thereof (herein "Note"),
providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and
payable on JANUARY 2, 2001

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of
all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and
convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 9 IN BLOCK 3 IN H.W. AUSTIN'S SUBDIVISION OF BLOCKS 2 AND 3 IN JAMES B.
HOBBS SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF
SECTION 17 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. 16-17-130-026-0/00

which has the address of 833 South Humphrey Oak Park, IL 60304 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this mortgage; and all
of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred
to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant
and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances
of record.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness
evidenced by the Note and late charges as provided in the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note
and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, and then to the principal of the Note.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any
mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's
covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines
and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground
rents, if any.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured
against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in
such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that
such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to
Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right
to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a
lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of
loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is
mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to
collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums
secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall
keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall
comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a
planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or
governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit
development, and constituent documents.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage,
or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's
option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and
take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making
the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such
time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or
applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become
additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment,
such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this
paragraph 6 shall require Lender to incur any expense or take any action hereunder.

NOTE IDENTIFIED

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7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution of after recordation hereof.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. **Acceleration; Remedies.** Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

17. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OR DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

THIS MORTGAGE is executed by the

not personally but a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said SUBURBAN TRUST AND SAVINGS BANK TRUST 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 shall be construed as creating any liability on the said Borrower, as Trustee aforesaid, or on said SUBURBAN TRUST AND SAVINGS BANK TRUST, personally, to pay the said note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by said Lender and by every person now or hereafter claiming any right or security hereunder and that so far as the borrower and his successors and said SUBURBAN TRUST AND SAVINGS BANK TRUST, personally, are concerned, the legal 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 and in said principal note provided, and nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any.

IN WITNESS WHEREOF, the SUBURBAN TRUST AND SAVINGS BANK TRUST, not personally but as Trustee as aforesaid, has executed this Mortgage by its Vice President and its corporate seal affixed herein and attested by its Assistant Cashier Secretary this 7th day of December, A.D. 19 91

ATTEST:

By: Ramona Zavattaro Vice President, Joan N. Harms Assistant Cashier Secretary

Secretary, Assistant Cashier

State of Illinois } SS
County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

Ramona Zavattaro, President and Joan N. Harms, asst. cashier Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said asst. cashier Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

OFFICIAL
DOLORES A. SHEA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/21/94
Commission Expires: 11/21/94

Notaral Seal this 7th day of December, A.D., 19 91
Dolores A Shea
Notary Public

Space Below This Line Reserved For Lender and Recorder

4022309

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Submitted by

Address

Promised

Date 4022309

Address

Refers duplicate Trust

Deed to

Address

Notified

G.T.I./OROZCO

4022309

CHICAGO TITLE INS. CO.

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CAROL MORRIS
CRAIG MORRIS