RECORDATION REQUESTED BY:

First American Bank 201 S. State Street P.O. Box 307 Hampahirs, il. 601404

WHEN RECORDED MAIL TO:

First American Bank 201 S. State Street P.C. Box 307 Hampehire, IL 60140

SEND TAX NOTICES TO:

Ancielle F. Pedersen 465 Washington Bivd. Hoffman Estates, N. 80194 COOK COUNTY, ICUMOIS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

PERSONAL ARE SEEN WAS ENDED AND WHICH THE

MORTGAGE

. Orleanats Original Document No. THIS MORTGAGE IS DATED NOVEMBER 19, 1994, between Angeline F. Pedersen, whose address is 465 Washington Blvd., Hoffman Estates, IL. 80194 (referred to below as "Grantor"); and First American Bank, whose address is 201 S. State Street, F.O. Box 307, Hampshire, IL 60140 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable conditionation, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all vister, water rights, watercourses and ditch rights (including stock in utilities with ditch or inigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illings (the "Real Property"):

PARCEL 1:

LOT 12 IN BLOCK 90 IN HOFFMAN ESTATES VI, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN. AS SHOWN ON PLAT THEREOF RECORDED APRIL 3, 1958 AS DOCUMENT 17171637, IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, PARCEL 2:

13 IN BLOCK 90 IN HOFFMAN ESTATES VII, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, according to the plat thereof registered in the office of the registrar of titles of COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1958 AS DOCUMENT NO. 1816080, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 465 Washington Bird., Hoffman Estates, IL 60194. The Real Property tax Identification number is 07-18-419-003-0000 & 07-21-202-011-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and Interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rrints,

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not one wire defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall nean amounts in lawful money of the United States of America.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this

Grantor. The word "Grantor" means Angeline F. Pedersen. The Grantor is the mortgagor under this Mortgage.

Quarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in Can connection with the Indebtedness.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to entorce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Morigage. At no time shall the principal amount of indebtedness secured by the Morigage, not including sums advanced to protect the security of the Mortgage, exceed: the note amount of \$18,826.79.

Note. The word "Note" means the promissory note or credit agreement dated November 19, 1994, In the original principal amount of \$18,626.79 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9,000%. The Note is payable in 80 monthly payments of \$387,33. The maturity date of this Mongage is November 25, 1999.

Personal Property. The words "Personal Property" mean all equipment, thitures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mongage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

11-19-1994 Loan No 10034670555

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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTON UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall etricity perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soll, gravel or rock products without the prior written consent of Lender.

DUE ON SALE - COVICENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgago upon the sale or transfer, without the Lender's prior written consent, of ell or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outing the deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any fand trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership or nore than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, his option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and it, all events prior to delinquoncy) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on conjunt of the Property, and shall pay when due all claims for work done on or for services rendered or material turnished to the Property. Scantur shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of these and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

PROPERTY DAMAGE INSURANCE. The following provisions to proving the Property are a part of this Mortgage.

Maintenance of liveurance. Grantor shall produre and maintain pointies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Beal Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omerion or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the rederal Emergency Management Agency as a special flood insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan; or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to "No Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifture (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation is maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's freezes in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Londer deems appropriate. Any amount that known expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Common. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining tengent to the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any femedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lander from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EXISTING INDESTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to First American Bank. The existing obligation has a current principal balance of approximately \$7,543.00 and is in the original principal amount of \$8,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Edsting indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therain, then, at the option of Lender, the indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

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Original Document No.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lander shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of lermination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guaranter or by any third party, on the indebtedness and thereafter Landor is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lander or any of Lander's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Morigage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Fallure of Grantor to make any payment when due on the Indebtedness.

Compliance Defailt. Fallure of Grantor to comply with any other term, obligation, covenant, or condition contained in this Mortgage, the Note, or in any other agreement between Grantor and Lander.

Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the bar, if of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Granto. However, the death of any Grantor will not be an Event of Default it as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

Existing Indebtedness. A detail, shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Events Affecting Quarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

insecurity. Lender reasonably deems itself instaura

RIGHTS AND REMEDIES ON DEFAULT. Upon the cocumence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Gran or would be required to pay,

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing farantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mongage or the Note or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender thall on entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mongage.

Applicable Law. This Mortgage has been delivered to Lender and sceepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the taws of the State of Illinois.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of illinois as to all Indebtedness secured by this Morigage.

GRANTOR ACKNOWLEDGES HAVING READ, ALD, THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO JTS TERMS.

GRANTOR

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Page 4

This Mortgage prepared by:

Reggie Bethea

Elk Grove, IL 60007	
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Illinoi) COUNTY OF COURT) 88	"OFFICIAL SEAL" MICHAEL O RAMSDEN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/16/97
who executed the Mortgage, and acknowledged that he or she eigned purposes therein mentioned. Given under paymand and official and this purposes therein mentioned. By Common Till.	pared Angeline F. Pedersen, to me known to be the individual described in and dithe Mortgage as his or her free and voluntary act and deed, for the uses and day of
Notary Public in and for the State of <u>£11 130 15</u> ISER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.18 (c) 1994 CFI ProSe. vices, Inc. All rights	
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