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	ev.	
	This document was prepared by: COMMUNITY BANK OF LEMONT	Doc#: 0530456129 Fee: \$42.50
	1229 SOUTH STATE STREET LEMONT, IL 60439	Eugene "Gene" Moore RHSP Fee: \$42.50 Cook County Recorder of Deeds Date: 10/31/2005 12:57 PM Pg: 1 of 10
	When recorded, please return to: COMMUNITY BANK OF LEMONT	
	1229 SOUTH STATE STREET LEMONT, IL 60439	
	THE TALON GROUP	
	State of Plinois	Space Above This Line For Recording Data
	1/2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	RTGAGE
		re Advance Clause)
l.	DATE AND PARTIES. The fate of this Mortgage (Secuparties, their addresses and tax identification numbers, if re	urity Instrument) is
	MORTGAGOR: BAIBA LIDUMA, AN UNMARRIED	FEMALE
	8148 N HAMLIN	
	SKOKIE, IL 60076	
	LENDER: COMMUNITY BANK OF LEMONT	O
	ORGANIZED AND EXISTING UNDER T	HE LAWS OF THE STATE OF ILLINOIS
	1229 SOUTH STATE STREET	0,
-	LEMONT, IL 60439	4
		1/X
,	CONVEYANCE For good and valuable consideration	, the receipt and sufficiency of which is acknowledged, and to
٠.	secure the Secured Debt (defined below) and Mortgagor	's performance up der this Security Instrument, Mortgagor grants,
	bargains, sells, conveys, mortgages and warrants to Lende	
		ND "L" EXTENSION SUPPLYISION IN THE SOUTHWEST 1/4
	OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 1	13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
	COUNTY, ILLINOIS. ~~PIN #10-23-320-036-000	0 ~ ~
	0004	
	The property is located in	at 81.48 N. HAWILIP
	(County)	SKOKIE , Illinois 60076
	(Address)	(City) (ZIP Code)
	, ,	
	rights, ditches, and water stock and all existing and futurnow, or at any time in the future, be part of the real estate	valties, mineral rights, oil and gas rights, all water and ripariang improvements, structures, fixtures, and replacements that may described above (all referred to as "Property").
1	SECURED DEBT AND FUTURE ADVANCES. The t	
<b>5.</b>	A. Debt incurred under the terms of all promissory no below and all their extensions, renewals, modific suggested that you include items such as borrowers'	ote(s), contract(s), guaranty(s) or other evidence of debt described cations or substitutions. (When referencing the debts below it is names, note amounts, interest rates, maturity dates, etc.)
	SEE ADDENDUM "B"	

ILLINOIS - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE) EXPER © 1994 Bankers Systems, Inc., St. Cloud, MN Form RE:MTG-IL 12/14/2001

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additions, sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its salue and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or eacu nbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform (r comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgager receives from the holder.
  - C. Not to allow any modification or extension of, nor to reduce any future advances under any note or agreement secured by the lien document without Lender's prior written coase at
- 6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, lie is, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have a cainst parties who supply labor or materials to maintain or improve the Property.
- 7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in fundand this Security Instrument is released.
- 8. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or casement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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- 9. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 10. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all feture Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

Upon default, Mortgagor will acceive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlord; and tenants.

- 11. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a le schold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 12. DEFAULT. Mortgagor will be in default if any party obligated or the Secured Debt fails to make payment when due.

  Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Pebt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
  - 13. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclesure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrumer in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a new on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

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- 14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.
- 15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance; near the substance dangerous or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term in hardes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and a (re)s that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Prope ty. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release of threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 16. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threat ned action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent comain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described action or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation of other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 17. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

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24. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this S not exceed \$ 1,280,000.00	not include interest, attorneys fees, and is limitation does not apply to advances
25. OTHER TERMS. If checked, the following are applicable to this Security Instrum	ent:
☑ Line of Credit. The Secured Debt includes a revolving line of credit provise reduced to a zero balance, this Security Instrument will remain in effect until remain in effect until remain.	eleased.
☑ Construction Loan. This Security Instrument secures an obligation incurred on the Property.	
Fixture Fining. Mortgagor grants to Lender a security interest in all good future and that are or will become fixtures related to the Property. This Security statement and any carbon, photographic or other reproduction may be filed of Uniform Commercial Code.	curity Instrument suffices as a financing of record for purposes of Article 9 of the
□ Riders. The covenants and agreements of each of the riders checked below a amend the terms of this security Instrument. [Check all applicable boxes] □ Condominium Rider □ Planned Unit Development Rider □ Other	
Additional Terms.  SEE ADDENDUM "B"	
M Additional Terms.  SEE ADDENDUM "B"  SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants con	
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants con any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrum	tained in this Security Instrument and in the date stated on page 1.
If checked, refer to the attached Addendum incorporated herein for additionacknowledgments.	nal Mortgagors, their signatures and
(Signature) BAIBA LIDUMA (Date) (Signature)	(Date)
ACKNOWLEDGMENT:  STATE OF ILLINOIS	f OCTOBER, 2005
My commission expires:03-26-2009  (Seal)	ous Harker
ELIZABETH B HAN	(Notary Public) NKINS
E "OFF	FICIAL SEAL"

"OFFICIAL SEAL"
Elizabeth B. Hankins
Notary Public, State of Illinois
My Commission Exp. 03/26/2009

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 18. ESCROW FOR TAXES AND INSURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 20. JOINT AND INDIVIDUAL LIABILITY; Co-signers; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If wortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obtigation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument. Or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly o intolledly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 22. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 23. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

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#### 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 3RD day of OCTOBER, 2005
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deer
of Trust, or Security Deed (the "Security Instrument") of the same date given by the
undersigned (the "Borrower") to secure Borrower's Note to COMMUNITY BANK OF
LEMONT, 1223 SOUTH STATE STREET, LEMONT, IL 60439
(the "Lender") c; the same date and covering the Property described in the Security Instrument and Iccaled at: 8148 N HAMLIN, SKOKIE, IL 60076
Instrument and located at: 8148 N HAMLIN, SKOKIE, IL 60076
[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrover and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the least old estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Pider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

Form 3170 1/01 K Q 2 A 0

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Bankers Systems, Inc., St. Cloud, MN Form 1-4 FAM-R 6/14/2004

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- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGN (E'IT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absoluting and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable.

Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be antitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents sollected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's tess, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be enabled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN Form 1-4 FAM-R 6/14/2004 Form 3170 1/01

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I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1.4 Family Rider.

> BAIL OKANANA PRM IIV -Borrower

MULTISTATE 1-4 FAMILY RIDERFFannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01 Bankers Systems, Inc., St. Cloud, MN Form 1-4 FAM-R 6/14/2004 (pag : 3 of 3 pages)

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#### ADDENDUM "B" 10-03-2005

**SECURED DEBT AND FUTURE ADVANCES:** In addition to the foregoing Commercial Promissory Note of \$640,000.00 and Credit Agreement of \$640,000.00 this mortgage also serves future obligations and advances up to One Million Two Hundred Eighty Thousand Dollars (\$2,280,000.00) to the same extent as of future obligation and or advance when made on the date of this mortgage.

**PREPAYMENT PENALTY: None** 

**NON-CO APLIANCE RATE:** .5000% above existing rate for first 30 days, 1.000% 31-60 days and 1.500% 61 days plus until compliance issue is corrected.

**SUPPORTING DCCUMENTS:** Promissory Note and Line of Credit Agreement in the amount of \$640,000.00 dated 10-03-05, and a Mortgage and Assignment of Rents in the amount of \$1,280,000.00 dated 10-03-05.

FINANCIAL REQUIREMENTS: Upon renewal (60 days prior to expiration), the following documents are needed or financial review; Ms. Baiba Liduma: Updated personal financial statement, Tax recurs.

**DEPOSITORY REQUIREMENT:** Upon consummation of financing on 10-03-05, Baiba Liduma will open and maintain a depository account equal to \$5,000.00.

Baiba Liduma

Date

MAIL TO: THE TALON GROUP 750 ESSINGTON ROAD JOLIET, ILLINOIS 6043

C/0/4's