WHEN RECORDED MAIL TO: WOFFICIAL COPY 4 5

First American Bank of Rivers 15 Riverside Road P. O. Box A Riverside, illinois 60546

SEND TAX NOTICES TO:

87158946

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MORTGAGE

THIS MORTGAGE IS DATED 0"-18-1987, BETWEEN Robert W. Hildreth and Marsha L. Hildreth, husband and wife, ("GRANTOR"), whose address is 4239 Raymond, Brookfield, Illinois 80513; AND First American Bank of Riverside ("LENDER"), whose address is 15 Riverside Road, P. O. Box A, Riverside, Illinois 80546.

GRANT OF MORTGAGE. For values and interest in and to the following described real property, together with all existing or subsequently created or attixed buildings, improvements and fixtures, all appurtentances, all rights relating to the real property (including charals, oil, gas, water, and the like), and all ditch rights (including stock in utilities with ditch or irrigation rights) located in Cook County, State of illinois ("no "Real Property"):

Lots 31 and the North 1/2 of Lot 30 (1 B on: 35 in Southeast Gross First Addition to West Grossdale in the East 1/2 of the Northwest 1/2 of Section 3, Townsn's 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 42 39 Raymond Road, Brookfield, Illinois 60513. The property tax identification number for the Real Property is 18-03-125-015-0000.

Grantor presently assigns to Londor all of Grantor's right, title, and intrinct in and to the Rents from the Real Property. In addition, Grantor grants Londor a Uniform Commercial Code security Interest in the Rents and the Perro, all Property described below.

DEFINITIONS. The following words shall have the following meanings who i usi d in this Mortgage:

Borrower. The word "Borrower" means Robert W. Hildreth and Marsha L nildreth. The words "Borrower" and "Granter" are used interchangeably in this Mortgage.

Grantor. The word "Grantor" means Robert W. Hildreth and Marsha L. Hildreth. The words "Grantor" and "Borrower" are used interchangeably in this Mortgage. The Grantor is the mortgager under this Mortgage.

Improvements. The word "Improvements" means without limitation all existing and future exilidings, structures, facilities, additions and similar construction on the Real Property.

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 Granter or expenses incurred by Lender to enforce obligations of Granter under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender, The word "Londer" means First American Bank of Riverside. The Lender is the mortgage under me Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Granter and Lender, and includes without litralinion all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means that certain note or credit agreement dated 03-18-1987 in the original principal and it \$2,051.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of and substitutions for the note or agreement together with interest thereon as provided therein. The interest rate on the Note is 5,794%. The Note is payable in 60 Monthly payment of \$85.58. The currently scheduled final payment of principal and interest on the Note will be due on or before 03-23-1992.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Granter, new or subsequently 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 insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

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

Real Property. The words "Real Property" mean the real property described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include any promissory notes, lean agreements, guaranties, security agreements, and all other documents executed in connection with this Mortgage or the Indebtedness, whether now or hereafter existing.

Figures. The word "Rents" means all rants, revenues, income, Issues, and profits from the Real Property and the Personal Property.

This mortgage, including the assignment of rents and the security interest in the rents and personal property, is given to secure payment of the indebtedness and performance of all obligations of grantor under this mortgage and is given and accepted on the following terms:

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

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

Property or Cook County Clerk's Office

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

Duty to Maintain. Granter shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve

Hazardous Substances. Granter represents and warrants that the Property never has been, and never will be so long as this Doed of Trust remains a lion on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Spotlon 9801, et seq. ("CERCLA"). Granter agrees to Indemnily and hold harmless Londer against any and all claims and lesses resulting from a breach of this provision of the Deed of Trust.

Nuisance, Waste. Grantor shall neither conduct or permit any nuisance nor commit or suffer any atrip or waste on or to the Property or any portion thereof, including without limitation removal, or alienation by Grantor of the right to remove, any timber, minerale (including oil and gae), or soil, or gravel or rock products.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. Lender shall consent if Granter makes arrangements satisfactory to Londer to replace any improvements which Granter proposes to remove with improvements of acted aqual value.

Lender's Right to Enter. Ceruic and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to inspect the Property.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy (1) a Property. Granter may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Granter has notified Londor in writing prior to doing so and Londor's interests in the Property are not jeopardized. Leider may require Granter to post adequate occurity or surety bond (reasonably satisfactory to Lender) to protect Lender's Interest.

Duty to Protect. Granter shall do all other acts, a recipion to those acts not forth above in this section, that from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Londor may at is option, declare immediately due and payable all eums secured by this Mortgage upon the sale or transfer of all or any part of the Real Property, without in a trinder's prior written consent. A "sale or transfer" means the conveyance of real property or any right, title, or interest therein; whether legal or equitable; vinether voluntary or involuntary; by outright sale; deed; installment sale contract; land contract; contract for deed; leasehold interest with a term greater than three years; lease-option contract; sale, assignment or transfer of any beneficial Interest in or to any land trust holding title to the Real Property; or any o her method of conveyance of real property interest. If Granter or any prospective transferee applies to Lender for consent for a transfer, Lender may require such information concorning the prospective transferee as would normally be required from a new loan applicant and may charge a transfer or assumption fee not to exceed the amount of the loan fee normally required from a new loan applicant.

TAXES AND LIENS.

Payment. Grantor shall pay when due before they become delinquent all taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over a squal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to Jolov, and except as otherwise provided in the following

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is flied as a result of nor payment, Grantor shall within 15 days after the lien arises or, if a lien is filled, within 15 days after Grantor has notice of the filling, secure the disclarge of the lien or deposit with Lander, cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs, attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, 3 anter shall defend itself and Londer and shall satisfy any adverse judgment before enforcement against the Property. Granter shall name Lender as an additional obliges under any surgly bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Londor evidence of payment of the taxes or assessments and authorize the appropriate governmental official to deliver to Lender at any time a written statement of the laxes and assessments against the Proporty.

Notice of Construction. Grantor shall notify Lender at least 15 days before any work is commenced, any services are julying not, or any majorials are supplied to the Property, if any mechanics, materialmens, or other construction lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will on request furnish to Londor advance assurances satisfactory to Londor that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE.

Maintenance of Insurance, Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any colonaurance clause. and with a standard mortgagee clause in layor of Londor. In no event shall the insurance be in an amount less than \$75,500.00. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Granter 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 10 days prior written notice to Lander.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within 15 days of the casualty. 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. If Londer elects to apply the proceeds to restoration and repair, Granter shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender, Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunider. Any proceeds which have not been disbursed within 180 days after their receipt and which Londor has not committed to the repair or restoration of the Property shall be used to pay any amounts owing to Lender under this Dood of Trust, then to prepay accrued interest, and their principal of the indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Granter.

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Unexpired Insurance at Sale. Any unexpired insurance shall inure to the bonelit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the previsions of this Mortgage, or at any forcelesure ade of such Property.

Compliance With Prior Indebtedness. During the period in which any prior indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such prior indebtedness shall constitute compliance with the insurance previsions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become psychia on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not psychia to the holder of the prior Indebtedness.

EXPENDITURES BY LENDER. If Granter fails to comply with any provision of this Mortgage, including any obligation to maintain prior indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Londor's interests in the Propinty, Londor may, at its option, on Granter's behalf take the required action and any amount that it expends in so doing shall be added to the indebtedness. Amounts so added shall be payable on domand with interest from the date of expenditure until paid at the rate of 10.501% per annum. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. By taking the required action, Lender shall not cure the default so as to bar it from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE.

Title. Granter warrants that it holds merchantable little to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the prior in Job idness section below or in any policy of title insurance issued in toyor of, and accepted by, Londor in connection with this Mortgage.

Defense of Title. Subject to the exception in the paragraph above, Granter warrants and will forever defend the title to the Property against the lawful claims of all persons. In the exercising action or proceeding is commenced that questions Granter's title or the interest of Lander under this Mortgage, Granter shall defend the action of the expense. Granter may be the nominal party in such proceeding but Lander shall be satisfied to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver, or cause to be delivered, to Lander such instruments as may be requested by it not, time to time to permit such participation.

Compliance With Laws. Grantor warrants that its use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

PRIOR INDEBTEDNESS. The following provisions concerning prior indebtedness are a part of this Mortgage:

Prior Lien. The lien of this Mortgage securing the indepted sea is and remains secondary and inferior to the lien securing payment of a prior obligation in the form of Cameron-Brown Co.. The prior obligation has a current principal balance of approximately \$72,000,00 and is in the original principal amount of \$73,000,00. Granter expressly coverants and terms to pay or see to the payment of the prior indebtedness and to prevent any default thereunder.

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

No Modification. Granter shall not only agreement with the holder of the mortgage, doed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Granter shall neither request nor accept any future advances under a prior mortgage, doed of the granter security agreement without the prior written consent of Lender.

CONDEMNATION.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any part of the not proceeds of the award be applied to the Indebtedness. The net proceeds of the award shall mean the award interpretable of all reasonable couls, expenses, and atterneys' fees necessarily paid or incurred by Granter, or Lender in connection with the condemnation.

Proceedings. If any proceedings in condemnation are filled, Granter shall promptly notify Lender in writing and Granter shall promptly take such steps as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter and Hollver or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAX BY STATE.

State Taxes Covered. The following shall constitute state taxes to which this section applies: (a) a specific tax upon the type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on any Granter which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by any Granter.

Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as a default, and Lender may exercise any or all of the remedies available to it in the event of a default unless the following conditions are mat: (a) Granter may lawfully pay the tax or charge imposed by the state tax; and (b) Granter pays or offers to pay the tax or charge within 30 days after notice from Lender that the tax law has been enacted.

SECURITY AGREEMENT; FINANCING STATEMENTS.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Illinois Uniform Commercial Code.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Grantor hereby appoints Lender as Grantor's atterney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted in the Rents and Personal Property. In addition to recording this Merigage in the real preparty records, Lender may, at any time and without further authorization from Grantor, file copies or reproductions of this Merigage as a financing statement. Granter will reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Granter shall assemble the Personal Property and make it available to Lender within three days after receipt of written demand from Lender.

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Addresses. The mailing address of Grantor (debtor) and the mailing address of Londer (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the lilinois Uniform Commercial Code) are as stated on the first page of this Mortgage.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination 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.

DEFAULT. The following shall constitute events of default:

Default on Indebtedness. Borrower fails to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or for any other payment necessary to prevent filing of or to offect discharge of any fion.

Compliance Default. Fallure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Granter has not been given a notice of a breach of the same provision of this Mortgage within the preceding 12 months, it may be cured (and no event of default will have occurred) if Granter, after receiving written notice from Londer demanding cure of such failure: (a) runs the failure within 15 days; or (b) if the cure requires more than 15 days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical,

Breaches. Any warranty, up contains or statement made or furnished to Londor by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Translation of Existence. The costs of any Grantor (if Grantor is an Individual), insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of craditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or or mation of Grantor's existence as a going business (if Grantor is a business).

Foreclosure, etc. Commoncement of foreclosure, whether by fudicial proceeding, self-help, representation or any other method, by any creditor of Grantor against any of the Property, however this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, no ideal that Grantor gives Londer written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Leasehold Default. If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the familiar interest of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the to me of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor Any of the preceding events occur witl respect to any guaranter of any of the indebtedness or such guaranter dies or becomes incompetent, unless the obligations arising under the guaranty are a plated agreements have been unconditionally assumed by the guaranter's estate in a manner satisfactory to Lender.

Insecurity. If Lander in good faith deems itself insecure.

Prior indebtedness. Default of Grantor under any prior obligation or instrument security any prior obligation, or commoncement of any suit or other action to foreclose any prior ilen on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at my time thereafter, Lender 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 at its option without notice to Grantor to couling the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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

Collect Rents. Lender shall have the right, without notice to Granter, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In turble ance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Granter irrevocably designates Lender as Granter's atterney in fact to enderse instruments received in payment thereof is, the name of Granter and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand small satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount, Employment by Lender shall not disqualify a person from serving as a receiver.

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

Nonjudicial Sale. If permitted by applicable law, Lender may fereciose Granter's interest in all or any part of the Personal Property or the Real Property by nonjudicial sale.

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.

Tenancy at Will. If Grantor remains in possession of the Property after the Property is sold as provided above or Londor etherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Lunder or the purchaser of the Property and shall pay while in possession a reasonable rental for use of the Property.

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Other Remedies. Londer shall have all other rights and remedies provided in this Mortgage or the Note or by law.

Sale of the Property. To the extent permitted by applicable law, Granter hereby walves any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lander shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least 10 days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lander to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expanditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lander's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lander Institutes any suit or action to enforce any of the terms of this Mortgage, Londer shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Londer that in Londer's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Londer's atterney fees and legal expenses whether or not there is a lawsfult, including atterneys' fees for bankruptcy proceedings (including offerts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including feroclesure reports), aurveyors' reports, and approximate the insurance, to the extent permitted by applicable law. Between also will pay any court costs, in addition to all other sums provided by in a

NOTICES TO GRANTOR AND OTHER PAPTIES. Any notice under this Mortgage, including without limitation any Notice of Default and any Notice of Sale to Grantor, shall be in writing and shall be affective when actually delivered or, if malled, shall be deemed effective on the third day after being deposited as either first class mail, registered or certified mail, postage prepaid, directed to the addresse shown at the top of page 1. Any party may change its address for notices by written notice to the other parties. Londer requests that copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as shown near the top of the first page of this Mortgage. For notice purposes, Grantor agrees to keep Lender Informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following provision are it part of this Mortgage:

Successors and Assigns. Subject to the limitations stated in his Mortgage on transfer of Grantor's interest, and subject to the provisions of applicable law with respect to successor trustees, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of for earance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Applicable Law. This Mortgage has been delivered to Lender in the State of Illinois. The law of that state shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Lender on default. The law of the State of Illinois should extend whether the Property may be sold without judicial foreclosure.

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

Walver of Homestead Exemption. Grantor hereby releases and walves the benefit of the homestead exemption as to all indebtedness secured by this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Amendment. No alteration or amendment of this Mortgage or the Note shall be effective unless in writing and signed by the parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to he used to interpret or define the provisions of this Mortgage.

Severability. The unenforceability or invalidity of any provision or provisions of this Mortgage as to any persons or circumstances shall not rander that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions unenforceable.

Multiple Parties. If Grantor (including any and all Borrowers executing this Mortgage) consists of more than one person conflity, all obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor.

Grantor under the Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor.

EACH GRANTOR ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND EACH GRANTOR AGREES TO ITS TERMS.

X Marsha L. Hildreth

FIDST AMEDICAN DANK OF DUTTO AND THE PROVISIONS OF THIS MORTGAGE AND EACH GRANTOR AGREES TO ITS TERMS.

Marsha L. Hildreth

This Mortgage prepared by:

FIRST AMERICAN BANK OF RIVERSIDE 15 RIVERSIDE ROAD RIVERSIDE, ILLINOIS 60546

Property of Cook County Clerk's Office

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UNOFFIGAGE (Continued) 3

INDIVIDUAL ACKNOWLEDGMENTOFFICIAL SEAL"			
STATE OF TLLING I'S) } us	Stefania N. Kotsovos Notary Public, State of Illinois My Commission Expires 10/30/90	
On this day before me, the undersigned Notary Public, perachindividuals described in and who executed the Mortgage and for the uses and purposes therein montioned.	/ onally appeared. Robert acknowledged that they t	W. Hildreth and Marsha L. Hildreth. to m	n known to be the lary act and deed,
Given under myhand and official seal this By Charter		$\Omega = \Omega$	
Notary Public in and for the State of TLL: NOIS		asion expires 10-30-90	and Ball to come to the table personnel of
ASER PRO (tm) Ver 2,14 (a) 1987 by CP. Cenkers Dervice Group, Inc. All right			

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