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WHEN RECORDED MAIL TO:

Suburban Bank of Cary Grove 122 W. Main Street P.O. Box 10 Cary, Illinois 60013

SEND TAX NOTICES TO:

Suburban Bank of Cary-Grove 122 W. Main St. Cary, II 60013 88043180

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED 0:- 61-1988, BETWEEN John Kasper and Constance Kasper, ("GRANTOR"), whose address is 1870 Larkdale, Northbrook. Illinois 60062; and Suburban Ganta Cary Grove ("LENDER"), whose address is 122 W. Main Street, P.O. Box 10, Cary, Illinois 60013.

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, and 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, royalties, appurtonances, at rights relating to the real property (including minerals, oil, gas, water, and the like), and all disch rights (including stock in utilities with disch or irrigation rights) located in Cook County, State of Illinois (the 'Real Property') and logally described as:

Lot 45 in Sunset Field Unit No. 4 being a subdivision in the North West quarter of Section 16, Township 42 North, Range 12, East of the Third Principal Meridian, V. Co. k County, II.

The Real Property or its address is commonly known as 1470 Larkdale, Northbrook, Illinois 60052.

Grantor presently assigns to Lender all of Grantor's right, title, as divide est in and to the Rents from the Real Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Paramat Property described below.

DEFINITIONS. The following words shall have the following meanings when uned in this Mongago:

Borrower. The world "Borrower" means John Kasper and Constance Range. The worlds "Borrower" and "Grantor" are used interchangeably in this Mortogoe.

Grantor. The word "Grantor" means John Kasper and Constance Kasper. The voyus "Grantor" and "Borrower" are used interchangeably in this Mortgage. The Grantor is the mortgagor under this Mortgage.

Improvements. The word "Improvements" means without limitation all existing and future buildings, 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 Grantor or expenses incurred by Lender to enforce collinations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Suburban Bank of Cary Grove. The Lender is the mortgagee under a is Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without I'm alion all assignments and security interest, provisions relating to the Personal Property and Rents.

Note. The word "Note" means that certain revolving credit agreement dated 01-04-1988 in the original wings at amount of \$40,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of and substitutions for the rove ring credit agreement. The interest rate on the Note is 2.000 points over the index which is AS PUBLISHED BY THE WALL STREET JOUR!! A making an initial rate chiral 10.750%. The currently scheduled final payment of principal and interest on the Note will be due on or before 01-04-1993. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower compiles with all the terms of the Note. NOTICE TO BORROWER: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, focuses, and other articles of personal property owned by Grantor, now 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 Real Property and the Personal Property.

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

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

Rents. The word "Rents" means all rents, 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 THE NOTE AND THIS MORTGAGE AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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SEND TAX NOTICES TO:

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MORTGAGE

THE MORTPAGE IS DATED of -ct-1999, SETWEEN John Koliperand Constance Kilepera Contact Contra Pozais, 60682; and Subuithan Blink of Carry Graye ("LittleBR"), whose address in 122 W. Main Stankt, F.C. 201 3D Gary

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POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that its 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 Property and collect the Recostrom the Property.

Outy to Maintain. Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

Hazardous Substanting. Granter represents and warrants that the Property never has been, and never will be so long as this Mongage remains a lien 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. Section 9601, et seq. ("CERCLA"), any finable state laws, or regulations adopted pursuant to either of the foregoing. Granter agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of the Mongage. This obligation to indemnify shall survive the payment of the Indebt Advisor and satisfaction of this Mongage.

Nulsance, Waste. Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip 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, minerals (including oil and gas), or sail, or gravel or rock products.

Removal of Improvements. Grantor shall not self-poish or remove any improvements from the Real Property without the prior written consent of Lender. Lender shall consent if Grantor makes a range with satisfactory to Lender to replace any improvements which Grantor proposes to remove with improvements of at least equal value.

Lender's Right to Enter. Lender 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 is analytic comply with allaws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may content in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as (rantor has notified Lender in writing prior to doing so and Lender's interests in the Property are not jeopardized. Lender may require Grantor to push adequate security or surety bond (reasonably satisfactory to Lender) to protect Lender's interest.

Duty to Protect. Grantor shall do all other acts, in addition to those acts set forth Player 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. Lender may at its option, declare immediately 3% and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Real Property, or any interest therein, without the Lendy, 5 orior written consent. A "sale or transfer means the conveyance of real property or any right, title or interest therein; whether legal or equitable; wheth it 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 other method (A or inveyance of real property interest. If any Grantor is a corporation, transfer also includes any change in ownership of more than 25% of the voting stock or C and S. However, this option shall not be exercised by Lender if exercise is prohibited by Jederal law or by Illinois law.

TAXES AND LIENS.

Payment. Grantor shall pay when due before they become delinquent all taxes, special taxes, assessments, wat is 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, endered or material turnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Levide, under this Mongage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any lax, assessment, or claim in connection with a good takin dispute of at the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filled, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Lender, cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the fien 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, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond lumished in the contest proceedings.

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

Notice of Construction. Grantor shall notify Londer at least 15 days before any work is commenced, any services are furnished, or any materials 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 Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Tax and Insurance Reserves. Grantor shall establish a tax and insurance reserve account to be retained from the loan proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12th of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date taxes and premiums become delinquent. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance promiums, assessments and other charges, Grantor shall pay the difference on domand. All such payments shall be carried in an interest-free tax and insurance account with Lender, provided that the Note is executed inconnection with the granting of a mortgage on a single-family owner-occupied residential property. Grantor, in fieu of establishing a tax and insurance reserve account, may pledge an interest bearing savings account with Lender

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to secure the payment of estimated Taxes and premiums. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein shall be construed as requiring Lender to advance other monies for such purposes and Lender shall not incur any stability for anything it may do or ornit to do hereunder. All amounts in any tax and insurance account are hereby pledged to further secure the Indebtedness; and Lender is hereby authorized to withdraw and apply such account on the Indebtedness in the event of default.

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 coinsurance clause, and with a standard mortgagee 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 10 days prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails 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 fien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor 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 hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used to pay any amounts owing to Lender under this Mortgage, then to prepay accused interest, and then principal of the Indebtedness. If Lender holds any proceeds after paymunity full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired insurance at Sale. Any impired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Montpage at any inustee's sale or other sale hold under the provisions of this Montpage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor traits to comply with any provision of this Montgage or it any action or proceeding is commenced that would affect Lender's interests in the Property, Lender may, at its option, on Grantor's behalf take the required action and any amount that it expends in so doing shalf be added to the indebtedness. Amounts so policy shall be payable on demand with interest from the date of expenditure until paid at the free rate. The rights provided for in this section shall be it. 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. Grantor warrants that it holds marketable title of record in the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of, and property by, Lender in connection with this Mongage.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the taxfail claims of all persons. In the event any action or proceeding is commercial, hat questions Grantor's title or the interest of Lender under this Mongage. Grantor shall defend the action at its expense. Grantor may be the no rinal 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 Grantor will deliver, or cause to be delivered, to Lender south instruments as may be requested by it from time to time to permit such participation.

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

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 portion of the net proceeds of the award be applied to the Indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' less necessarily paid or incurred by Grantor, or Lender in connection with the condemned from.

Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly notify Lender in whit is and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in reach 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 Grantor will deliver 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 on 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 actually of required to decome from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Exercise 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 the 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 bolowing conditions are mod (a). Grantor may lawfully pay the tax or charge imposed by the state tax; and (b). Grantor 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 enderst any of the Property constitutes factures 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 attempt in that 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 Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file copies or reproductions of this Mortgage as a financing statement. Grantor will reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property and make it available to Lender within three days after receipt of written demand from Clander.

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

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Υ.

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 effect discharge of any tien.

Compliance Default. Failure 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 Lender demanding cure of such failure: (a) cures 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, representation or statement made or furnished to Lender by or on behalf of Grantor under this Morigage, the Note or the Related Documents in or at the time made or furnished was, talse in any material respect.

Insolvency. The insolverity of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor's a business). Except to the extent prohibited by federal law or Rinois law, the death of Grantor (if Grantor is an individual) also shall constitute an even of it alkalit under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any crecitor of Grantor against any of the Property, how ever 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 fore focuse, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely 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 journe termination of Grantor's leasehold rights.

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

Events Affecting Guarantors. Any of the preceding events on any with respect to any guarantor of any of the indebtedness or such guarantor dies or becomes incompetent, unless the obligations arising under the guarantor's estate in a manner satisfactory to Lender.

Insecurity. If Lender reasonably deems itself insecure.

Right to Cure Default. If Grantor is in default, Lender will send notice to Grantor setting forth a time period of at least thirty (30) days in which such default may be cured. If such default is not cured within the period allowed by Lender may terminate or suspend, without further notice to Grantor, any obligation of Lender under the Note to make any subsequent loan advances.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any 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 in declare 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, Lender shall have all the higher and remedies of a secured party under the litinois Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, 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. If this terance 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 this Reith, are collected by Lender, then Grantor irrevocably designates Lender as Grantor's ctionnay in fact to endorse instruments received in payment therefore in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's duminal 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.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or 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 foredosure or sale, and a collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or 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 Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor'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 Lende 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 Mortgage or the Note or by law.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives 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.

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Notice of Sale. Lender 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.

Walver; 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 Lender to pursue any remedy shall not enclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Granter to perform shall not affect Lender's right to declare a default and exercise its remedies under this Montpage.

Attorneys' Fees; Expenses. Il Lender institutes any sult or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' less at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protoction 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, Lender's attorney less and legal expenses whether or not there is a lawsuit, including attorneys' less for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or improcess). appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (anchoting foreclosure reports). surveyors' reports, and appraisal less, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTON 200 OTHER PARTIES. Any notice under this Mongage, including without firmitation any Notice of Default and any Notice of Sale to Grantor, shall be in virtual and shall be effective when actually delivered or, it mailed, shall be deemed effective on the third day after being depossed as either first class mail, regist rector certified mail, postage prepaid, directed to the addresses shown at the top of page 1. Any party may change its address for notices by written notice to the other parties. All copies of notices of foredosure from the holder of any fien which has priority over this Morgage shall be sent to Lendon's address, at shown near the top of the first page of this Mortgage. For notice purposes, Granter agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The lowing provision are a part of this Mortgage:

Walver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL FAGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PREMISES.

Successors and Assigns. Subject to the limitations stated in this Mongage on transfer of Grantor's interest, this Mongage 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 Isrbearance or extension without releasing Grantor from the obligations of this . Longage or liability under the Indebtedness.

Applicable Law. This Mongage has been delivered to Lander in the state of Illinois. Except as set forth hereinafter, this Mongage shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Elinais. However, in the event that the enforceability or validity of any provision of this Mortgaguer challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage (which secures the Note) has been applied for, considered, approved and made in the State of Illinois.

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

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and herebs of the homestead exemption laws of the State of Illinois 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 of light 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 vining and signed by the parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Montgage are for convenience purposes only and are not to be us at a interpret or define the provisions of this Mortgage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mongage (or under the Realed Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mongage shall not constitute a waiver of or prejudice the party's in his otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Mongage, the graning of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Severability. The unenforceability or invalidity of any provision or provisions of this Mortgage as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions of this Mongage, in all other respects, shall remain valid and enforceable.

Multiple Parties. Il Grantor (including any and all Borrowers executing this Mortgage) consists of more than one person or entity, all obligations of Grantor undor this 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

John Kasper

CTINTEMED

This Mortgage prepared by:

Francis Catini, Suburban Bank of Cary-Grove

122 W. Main St.

Cary, Il 60013

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This Mettgree propored by:

WILL KARS

Francis Cabini, Suburban Bank of Cary-Grove 122 V. Cain St.

Cary, In 60610

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF OLD 125 COUNTY OF COURTY OF	
On this day before me, the undersigned Notary Public, personally appeared. John Kasper and Constance Kasper, to me known to be the individuals described in and who executed the Mortgage and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this.	
Given under my hand and official seal this day of the d	Residing at
Notary Public in and its the State of	My commission expires
	OFFICIAL SEAL JAMIS K. EDELHEIT Notary Public, State of Effects by Commission Expires 12/3/91 **SEPT01 RECORDS:*** **SEPT01 RECORDS:** **SEPT01 RECORDS:*** **SEPT01 RECORDS:*** **SEPT01 RECORDS:*** **SEPT01 RECORDS:*** **SEPT01 RECORDS:** **SEPT

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