

UNOFFICIAL COPY

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**This Mortgage,** made at Chicago, Illinois, this 18th day of AUGUST

19 88 by and between ROBERT A. MATHA and CYNTHIA L. MATHA, husband and wife,

(hereinafter, whether one or more, called the "Mortgagor"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, having its principal office at 231 South LaSalle Street, in Chicago, Cook County, Illinois 60693 (hereinafter sometimes called the "Mortgagee").

**WITNESSETH:**

WHEREAS, Mortgagor is justly indebted to Mortgagee in the manner described in the Mortgage Rider attached hereto and made a part hereof. The indebtedness described in said Rider is evidenced by a Note (the "Note") dated August 18, 1988, principal sum of \$285,000.00 all as is more particularly described in the rider.

All of said principal and interest is payable in lawful money of the United States of America at the office of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois, or at such place as the legal holder of the Note may from time to time appoint in writing.

NOW, THEREFORE, for the purpose of securing the payment of the principal of and interest on the Note and the performance of the covenants and agreements herein contained to be performed by the Mortgagor, the Mortgagor hereby conveys and warrants unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of Cook and State of Illinois, to-wit:

Lot 2 in Matha's Resubdivision of Lot 10 in Block 7 in Western Springs Resubdivision of part of East Hinsdale, being a Subdivision of the East 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, according to the Plat recorded July 28, 1875, in Book 9 of Plats, Page 91, in Cook County, Illinois.

ADDRESS OF PROPERTY: 4538 Lawn Avenue, Western Springs, Illinois 60558

P.I.N. 18-06-417-027-0000

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors, and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate, and all of which together with the real estate are hereinafter sometimes referred to as the "premises" or the "mortgaged property."

TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of the Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

1. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter constituting part of the premises which may become damaged or be destroyed (unless Mortgagee shall elect to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage); (ii) keep the premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (iii) pay, when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and, upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete, within a reasonable time, any building or buildings or other improvements now or at any time in process of erection upon the above described real estate; (v) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (vi) make no material alterations or additions to the premises except as required by law or municipal ordinance or as consented to in writing by Mortgagee, but in no event suffer or permit any removal or demolition of any part of the premises, nor suffer or permit the premises to be abandoned or to be used for a purpose other than that for which the premises are presently used or represented to Mortgagee to be used; (vii) appear in and defend any proceedings which, in the opinion of the Mortgagee, impairs the security afforded hereby.

2. The Mortgagor agrees to deposit with the Mortgagee on each day on which an installment payment is to be made on the Note, until the indebtedness hereby secured shall have been fully paid, an amount equal to the amount estimated by the Mortgagee to be annually payable with regard to the premises, on real estate taxes, special assessment levies, property insurance premiums,

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In addition to the requirements set forth in Paragraph 4 of the Mortgage Rider,

and any similar charges divided by the number of installments to be made on the Note in each year beginning with first day on which an installment payment is to be made thereunder. Said sums shall be held by the Mortgagee, without any allowance or payment of interest, for application for payment of taxes, special assessment levies and insurance premiums when due. The Mortgagee further agrees to deposit within 10 days after receipt of demand therefor, any deficiency in the aggregate of such monthly deposits. In the event the tax, special assessment levies or insurance bills when issued, shall be in excess of the aggregate of such deposit being held for payment of such charge. All such deposits are pledged as additional security for payment of the indebtedness secured hereby and, in the event of a default in any of the provisions contained in this Mortgage or in the Note, at the option of the Mortgagee, the Mortgagee may, without being required to do so, apply any monies at the time on deposit to payment, in whole or in part, of any of the Mortgagee's obligations herein or in the Note contained in such order and manner as the Mortgagee may elect. The Mortgagee shall be under no obligation to obtain the tax, special assessment levies or insurance bills or to ascertain the correctness thereof, nor shall the Mortgagee be obligated to attend to the payment thereof, except on timely presentation of such bills, provided, however, the Mortgagee may make payment authorized in this Mortgage relating to taxes or assessments or insurance bills according to any bill, statement or estimate which it may elect to procure from the appropriate public office or company, as the case may be, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. The Mortgagee shall pay, before any penalty attaches, all taxes, assessments, water charges, sewer charges and other charges against the premises, for which sums as aforesaid are not deposited with the Mortgagee.

3. ~~Under the indebtedness secured hereby is fully paid for in case of foreclosure, until the expiration of the period of redemption, if any, the Mortgagor shall keep the buildings and improvements now or hereafter constituting part of the premises insured in an amount satisfactory to the Mortgagee (but the Mortgagee shall not require an amount exceeding the full insurable value of such buildings and improvements) against damage by fire (with extended coverage, vandalism and malicious mischief) endorsed thereon. The Mortgagee further agrees to maintain in full force and effect such other insurance as the Mortgagee may require, including any required flood insurance, in such amounts as shall be adequate to protect the mortgaged property, and in companies approved by the Mortgagee and shall pay or provide for payment of premiums on such insurance as provided herein or in such other manner the Mortgagee may reasonably request. All such insurance policies shall be delivered to and remain with the Mortgagee during said period or periods, and each shall contain the standard mortgage clause making all sums recoverable upon said policies payable to the Mortgagee. Acceptance by the Mortgagee of an insurance policy deposited by the Mortgagor or the purchase of insurance by the Mortgagee upon the Mortgagor's failure so to do, will not of itself constitute an admission either (i) that the building and improvement portions of the premises are fully insured, or (ii) that the policy satisfies all the requirements of this Mortgage. In the case of loss covered by any of such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, the Mortgagor covenants to sign upon demand, or the Mortgagee may sign or endorse in the Mortgagor's behalf all necessary proofs of loss, receipts, releases and other papers required of the Mortgagor to be signed by the insurance companies. At the option of the Mortgagee, all or part of the proceeds of any such insurance may be applied either to the restoration of the premises or to the reduction of the indebtedness secured hereby. In the event the premises are restored, the Mortgagee may pay the insurance proceeds in accordance with its customary construction loan payment procedures and the Mortgagor agrees in such event to pay the Mortgagee its customary fee for such services.~~

4. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive a compensation which may be paid for any mortgaged property taken or for damages to any mortgaged property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any mortgaged property so damaged, upon the same conditions and with the same effect as provided in paragraph 3 with reference to the application of insurance moneys recovered by the Mortgagee.

5. Upon default of Mortgagor of any agreement herein, Mortgagee may, but need not, make any payment or perform any act required of the Mortgagor in this Mortgage in any form and manner deemed expedient, and in any event may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture regarding said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized or by reason of the failure of the Mortgagor to perform the covenants in this Mortgage contained, and all expenses paid or incurred in connection therewith, including, without limitation, attorneys fees, and any other monies advanced by the Mortgagee to protect the premises and the lien hereof, plus reasonable compensation to the Mortgagee for each matter concerning which action is authorized under this Mortgage may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum rate allowed by law. Without limiting in any way the generality of the foregoing, all expenditures and expenses when paid or incurred by the Mortgagee in connection with (i) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be or made a part, either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness hereby secured; (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceedings which might affect the premises or the security hereof, whether or not actually commenced; or (iv) enforcement in any way of the provisions of the Note or of this Mortgage, shall become so much additional indebtedness secured hereby and payable at the time and with interest as aforesaid.

Any such action of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor under the Note or this Mortgage. Each right, power or remedy herein conferred upon the Mortgagee is cumulative with every other right of the Mortgagee whether herein or by law or equity conferred.

6. Mortgagor shall pay or cause to be paid each item of indebtedness herein and in the Note, including principal and interest and all other sums due thereunder, when due according to the terms hereof. At the option of Mortgagee, and without notice to or action upon the Mortgagor or to any other person obligated or bound by the Note, all unpaid indebtedness secured by this Mortgage shall become due and payable, notwithstanding anything in the Note or in this Mortgage to the contrary immediately upon the occurrence of either of the following Events of Default: (i) failure to make payment of any installment of principal or interest on the Note or in the payment of any other indebtedness arising under this Note or the Mortgage or the other loan documents (hereinafter defined) when due, which failure is not cured within 5 days after the occurrence thereof, or (ii) if default shall occur in the performance of any other agreement of the Mortgagor herein contained and if such default shall not be cured within such ten days.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Mortgagor hereby waives all right to the possession, income, and rents of the premises, and thereupon it shall be lawful for the Mortgagee, and the Mortgagee is hereby expressly authorized and empowered, to enter into and upon and take possession of the premises, to lease the same, collect and receive all rents, issues and profits thereof and apply the same, less the necessary expenses of collection thereof, for the care, operation, and preservation of the premises, including, without limitation, the payment of fees, insurance premiums, cost of operation of the premises, taxes, assessments, interest, penalties and water charges, or at the election of the Mortgagee, in its sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the Mortgagee shall have the right to immediately foreclose this Mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagor, or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application, for a receiver of the Mortgagor or any other person or persons than liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall then be occupied, in

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whole or in part as a homestead by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge and control of the premises to lease the same, to keep the building thereon insured and in good repair, and to collect all the rents, issues and profits of the premises during the pendency of such foreclosure suit, and in case of foreclosure sale and a deficiency, during the full statutory period of redemption, and the court may, from time to time, authorize said receiver to apply the net amounts remaining in his hands, after deducting reasonable compensation for the receiver and his attorney as allowed by the court, in payment (in whole or in part) of any or all of the following items in such order of priority as the Mortgagee may determine: (i) amount due upon the indebtedness secured hereby; (ii) amount due upon any decree entered in any suit foreclosing this Mortgage; (iii) insurance premiums or repairs as aforesaid upon the improvements upon said premises; (iv) taxes, special assessments, water charges and interest, penalties and costs in connection therewith; or (v) any other lien or charge upon the premises that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same.

8. In case of foreclosure of this Mortgage or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Mortgagee in or about the enforcement, protection, or collection of this Mortgage, including without limitation, reasonable costs, attorney's fees and stenographer's fees of the complainant in such proceeding or preparation therefor, advertising costs, outlays for documentary evidence, and the cost of such title insurance or commitments therefor as deemed necessary by Mortgagee, in its sole judgment, shall be paid by the Mortgagor, and all similar fees, costs, charges and expenses paid or incurred by the Mortgagee in any other suit or legal proceeding in which it shall be or be made a party by reason of this Mortgage, all moneys advanced by the Mortgagee for any purpose authorized in this Mortgage, with interest on such advances at the maximum rate allowed by law, shall also be paid by the Mortgagor and all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this Mortgage, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether or not decree of foreclosure shall have been entered, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges, and costs of suit, including Mortgagee's, attorney's, and stenographer's fees, shall have been paid.

9. No action for the enforcement of the lien or of any provisions hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

10. Notwithstanding any subsequent extension of the time of payments of the Note, or any installment thereof, the liability of the maker thereof shall in no event cease until the payment in full of all indebtedness hereby secured.

11. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. If any Mortgagor is a corporation, it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Mortgagor, acquiring any interest or title to the premises subsequent to the date of this Mortgage.

13. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor, his heirs, executors, administrators, successors and assigns, and all persons claiming under or through the Mortgagor and the word "Mortgagor" when used herein, shall denote the plural as well as the singular and shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note of this Mortgage.

14. Mortgagor further covenants and agrees not to transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the premises, to any third party, so long as the debt secured hereby subsists without the advance written consent of Mortgagee, and further that in the event of any such transfer by the Mortgagor without the written consent of the Mortgagee, the Mortgagee may, in its sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable.

15. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Mortgagee or by the holder of the Note. The invalidity of any one or more agreements, phrases, clauses, sentences or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

WITNESS the hand(s) and seal(s) of the Mortgagor the day and year first above written.

1988 AUG 25 AM 11:40  
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(SEAL)

*Robert A. Matha*  
ROBERT A. MATHA (SEAL)

(SEAL)

*Cynthia L. Matha*  
CYNTHIA L. MATHA (SEAL)

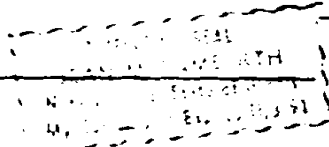
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned \_\_\_\_\_, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT A. MATHA and CYNTHIA L. MATHA, husband and wife,

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and involuntary act, for the uses and purposes therein set forth, including the release and waiver of their right of homestead.

GIVEN under my hand and Notarial Seal this 18th day of August, A.D. 1988.

My commission expires:



*Robert A. Matha*  
Notary Public

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## MORTGAGE RIDER

This Mortgage Rider is attached to and make a part of that certain Mortgage dated August 18, 1988 between ROBERT A. MATHA and CYNTHIA L. MATHA, husband and wife, ("Mortgagor") and Continental Illinois National Bank and Trust Company of Chicago, a national banking association ("Mortgagee"). If any conflict shall be deemed to exist between the terms set forth in the main body of the Mortgage and of this Mortgage Rider, the terms set forth in this Mortgage Rider shall supersede and control those set forth in the main body of the Mortgage.

1. The proceeds of the loan secured hereby are to be disbursed by Mortgagee to or for the benefit of Mortgagor in accordance with the provisions contained in a Construction Loan Agreement ("Construction Loan Agreement") between Mortgagor and Mortgagee, and the Note ("Note") referred therein, both of which are dated as of August 18, 1988. The Note provides for a final payment of all outstanding principal and accrued and unpaid interest thereon on February 18, 1989. All advances and indebtedness arising and accruing under any of the Note, the Construction Loan Agreement or any other of the Loan Documents (as hereinafter defined) (and all modifications, amendments, substitutions, extensions and renewals of all or any of the foregoing) from time to time shall be secured hereby on a priority basis.

2. This Mortgage is to secure construction advances and loans from Mortgagee to Mortgagor made pursuant to the Construction Loan Agreement not to exceed in the aggregate the principal sum of \$285,000.00 together with all interest, costs and expenses incurred by Mortgagee in enforcing all obligations under any and all of this Mortgage, the Construction Loan Agreement, the Note and the other Loan Documents. All advances required hereunder are obligatory advances up to the credit limit in the principal amount of \$285,000.00 established in the Construction Loan Agreement and shall, to the extent permitted by law, have priority over mechanics liens, if any, arising after this Mortgage is recorded.

It is understood that at any time before the cancellation and release of this Mortgage, that the Note, the Construction Loan Agreement, and this Mortgage, including the terms of repayment thereof, may from time to time be modified or amended in writing by Mortgagee and Mortgagor, to include any future advance or advances for any purpose made by Mortgagee, at its option, to or for the benefit of Mortgagor. Mortgagor covenants and agrees that this Mortgage secures on a priority basis any and all such future advance or advances whether such advances are of the same or a different kind or quality as the original advances, whether or not related to the original advances, together with the specified interest thereon, as well as to the hereinafore described principal and interest now evidenced by the Note and the Construction Loan Agreement; provided, however, that the total principal secured hereby shall not exceed \$285,000.00 at any one time. Nothing contained in this paragraph shall be construed as limiting the interest which may be secured hereby or the amount or amounts secured hereby to protect the real estate security.

3. This Mortgage, the Note, the Construction Loan Agreement, and all other documents evidencing, securing, guaranteeing or otherwise pertaining to the indebtedness evidenced by the Note, are hereinafter collectively referred to as the "Loan Documents". If an act or omission occurs which, upon the giving of notice or the passage of time, would constitute a default or Event of Default under any or all of the Note, the Construction Loan Agreement, or any of the other Loan Documents (after giving effect to any applicable cure period), the same shall be deemed an Event of Default under this

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Mortgage, and shall entitle Mortgagee to exercise any and all remedies conferred upon Mortgagee by the terms of this Mortgage or otherwise at law or in equity.

4. Mortgagor shall cause to be furnished to Mortgagee, premium prepaid, insurance policies (which during construction shall be in builder's risk completed value forms so far as they relate to the Residence (as defined in the Construction Loan Agreement)) in companies, forms and amounts and with coverages satisfactory to Mortgagee, insuring the premises and the Residence against loss or damage by fire or other casualty, with extended coverage for such other hazards (including coverage in so-called "all risk" form) as Mortgagee may require. Said policies shall contain mortgagee clauses naming Mortgagee as the first and only Mortgagee. In addition, Mortgagor shall cause to be furnished to Mortgagee certificates from the insurance carrier for each general contractor evidencing workmen's compensation and liability insurance (including contractual liability and completed operations coverage) carried during the course of construction, naming Mortgagee and Mortgagor's beneficiary as additional insureds, with liability insurance limits for death or injury to persons of not less than \$500,000.00, and for damage to property of not less than \$500,000.00. This Paragraph 4 does not obviate or otherwise affect requirements of Paragraph 3 of the main body of the Mortgage, which requirements remain as a part of this Mortgage in their entirety, and the general requirements of said Paragraph 3 (main body) shall be deemed to apply to the insurance requirements set forth in this Paragraph 4 of the Mortgage Rider.

All insurance required by this Paragraph 4 and Paragraph 3 (main body) shall provide for thirty (30) days' written notice to Mortgagee prior to cancellation or material change in coverage.

5. Unless applicable law or the Note provides otherwise, all payments received by Mortgagee under the Note and the Construction Loan Agreement shall be applied by Mortgagee first to sums expended by Mortgagee to protect or preserve the collateral encumbered by the Loan Documents, second to all costs, expenses and fees (including reasonable attorneys' fees) expended by Mortgagee in order to enforce the terms of any or all of the Note, the Construction Loan Agreement, or any of the other Loan Documents, third to interest payable on the Note and the Construction Loan Agreement, and fourth to the outstanding principal balance of the Note.

6. Without limitation of any other provision of this Mortgage, this Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to all fixtures, apparatus, equipment or articles now or hereafter located on the premises as set forth in the description of the premises on page 1 of the main body of the Mortgage, including but not limited to the air-conditioning, heating, gas, water, power, light, refrigeration, and electrical systems which are presently or hereafter located at the premises, and together with all building materials located at or stored on the premises (whether or not affixed) or intended to be incorporated in the improvements on the premises and all replacements and renewals of any or all of the above, and any tax or other deposits made pursuant to Paragraph 2 of the main body of this Mortgage and any proceeds from any policies of casualty insurance or condemnation awards (all for the purposes of this paragraph called "Collateral"), and Mortgagor hereby grants to Mortgagee a security interest in such Collateral. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same

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extent as to any other property comprising the premises. When the indebtedness secured by this Mortgage shall become due, whether by acceleration or otherwise, Mortgagee shall have any and all remedies of a secured party under the Code. Any notice of intended disposition of any Collateral shall be deemed reasonably and properly given if served at least five (5) calendar days before such disposition. Mortgagor shall execute and deliver to Mortgagee any financing statements necessary to perfect the security interest in the Collateral created hereby. The addresses of Mortgagor and Mortgagee are as set forth in Paragraph 7 of this Mortgage Rider. This Mortgage may be filed in the real estate records as a Financing Statement in compliance with Section 9-402 of the Code.

7. All notices, demands and requests given or required or desired to be served by either party hereto to the other party hereunder shall be in writing and shall be served either by delivery or by United States certified mail, postage prepaid, return receipt requested to the other party at the following addresses.

If to Mortgagor:

Robert A. Matha  
4538 Lawn Avenue  
Western Springs, Illinois 60550

If to Mortgagee:

Continental Illinois National Bank  
and Trust Company of Chicago  
231 South LaSalle Street  
Chicago, Illinois 60697  
Attention: Private Banking Department  
Paula J. Fitch, Vice President

With a copy to:

Continental Illinois National Bank  
and Trust Company of Chicago  
231 South LaSalle Street  
Chicago, Illinois 60697  
Attention: Law Department -- 10575  
Sherri F. Wolff, Esq.

All notices given hereunder shall be deemed served and effective upon delivery, if hand delivered, or 3 days after the date of mailing set forth on the receipt by the United States postal authorities, if mailed. Either party may change the address to which notice is to be sent by notice as provided herein.

8. It shall be an Event of Default hereunder if, without the prior written consent of Mortgagee, which consent shall be solely in the discretion of Mortgagee, Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation of the premises or any part thereof or interest therein (including all or any part of the beneficial interest, if the premises are held in a land trust) (collectively "Prohibited Transfers"), excluding from the provisions of this paragraph the creation of: (i) the lien of this Mortgage; and (ii) the lien of current taxes and assessments not yet due and payable. In the event of any such Prohibited Transfer Mortgagee in its sole discretion and without notice to the Mortgagor, may declare the whole of the debt hereby secured immediately due and payable.

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9. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the premises, provided that Mortgagor shall, prior to acceleration under paragraph 6 of the main body of this Mortgage or abandonment of the premises, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under said paragraph 6 (main body) hereof or abandonment of the premises, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the premises and to collect the rents of the Premises including those past due, as set forth in Paragraph 7 of the main body of this Mortgage.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date and year first written above.

Robert A. Matha  
ROBERT A. MATHA

Cynthia L. Matha  
CYNTHIA L. MATHA