

UNOFFICIAL COPY

Mortgage

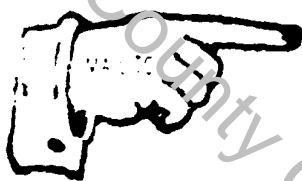
located in COOK COUNTY, ILLINOIS, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment, all landscaping, exterior and interior improvements, all easements, issues, rights, appurtenances, rents, royalties, of and gas rights, privileges, proceeds, profits, other mineral, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and access thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereof belonging unto Bank

LOT 12 IN BLOCK 3 IN BERKLEY SQUARE UNIT #1, BEING A SUBDIVISION OF PART OF THE W 12 OF THE NW 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PIN #00-17-108-012

CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the covenants in this Mortgage), Mortgagee hereby bargains, grants, mortgages, conveys and warrants to Bank as Mortgagee the following described property (Property):

3. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$25,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amount.

4. OBLIGATIONS DEFINED. The term "Obligations" is defined and includes the following: A. a promissory note, No. 200001373570, (Note) dated November 30, 1988 and executed by VICTOR O. BERARDI and CHRISTINE A. BERARDI (Borrower) payable to the order of Bank, which evidences a Loan (Loan) to Borrower in the principal amount of \$25,000.00 and all extensions, renewals, modifications or substitutions thereof; B. all future advances by Bank to Borrower, to any one of them and to any one of them and others (regardless of whether or not this Mortgage is specifically related to in the evidence of indebtedness with regard to such future and additional indebtedness); C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property for in the Note; D. all other obligations to the extent the taking of the Collateral as security therefor is not prohibited by law, including but not limited to factors for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, demand as authorized by this Mortgage and factors as guarantor, endorser or surety, of Borrower to Bank, now existing or hereafter arising, due or to become due, direct or indirect absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several, and; E. Borrower's performance of the terms in the Note and Mortgagee's performance of any terms in this Mortgage, any deed of trust, any deed, any other mortgage, any deed to secure debt, any assignment of beneficial interest, any loan agreement, any construction loan agreement, any security agreement, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.



BANK: THE BANK OF HIGHWOOD an ILLINOIS Banking Corporation 10 Highwood Avenue Highwood, Illinois 60040 Tax ID # 36-2491080 (as Mortgage) VICTOR O. BERARDI 8 W. Canterbury Dr. Arlington Heights, Illinois 60004 Social Security # 33-48-8006 Husband of Christine A. Berardi CHRISTINE A. BERARDI 8 W. Canterbury Dr. Arlington Heights, Illinois 60004 Social Security # 33-48-8006 Wife of Victor O. Berardi

89590381

ORIGINAL

TITLE SERVICES #

112-24872

DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is November 30, 1988, and the parties and their mailing addresses are the following:

REAL ESTATE MORTGAGE To Secure a Loan From THE BANK OF HIGHWOOD

(Space above this line for recording purposes)

THIS INSTRUMENT WAS PREPARED BY: MALI HOSEINIK BANK OF HIGHWOOD 10 HIGHWOOD AVENUE HIGHWOOD, IL 60040

89590381

1800000003

3 6 5 7 0 3 1

RELEASURES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may irrevocably exercise any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by

- A. Failure by any person obligated on the Obligations to make payment when due thereunder; or
- B. A default or breach under any of the terms of the Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, deed, or any other document, or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
- C. The making or furnishing of any verbal, or written, representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by, or on behalf of, Mortgagee, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
- D. The death, disability or insolvency of, the appointment of a receiver by or on the behalf of the assignee for the benefit of creditors by or on behalf of, the voluntary or involuntary liquidation or insolvency of, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Mortgagee, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
- E. A good faith default by Bank at any time that Bank is insecure, that the prospect of any payment is impaired or that the Property or Collateral is impaired; or
- F. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or accrue on or before its due date, or
- G. A transfer of a substantial part of Mortgagee's money or property; or
- H. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagee except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCES".

EVENTS OF DEFAULT. Mortgagee shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:

in addition to the covenants and terms herein contained and not in violation thereof, Mortgagee covenants that Mortgagee will not in any case cancel, change or otherwise modify financial, administrative, leases or subleases of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgagee fails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that in the event of enforcement by Bank of the remedies provided for by law or by the Mortgage, any person succeeding to the interest of Mortgagee shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their leasehold interests shall be treated as trust funds not to be commingled with any other funds of Mortgagee and Mortgagee shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all lease secured deposits by the tenants and copies of all leases.

ASSIGNMENT OF LEASES AND RENTS. Mortgagee covenants to keep, observe and perform, and to require that the tenants keep,

observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property, in case Mortgagee shall neglect or fail to do so. Bank may, at Bank's option, perform a lease in compliance with, or require performance or compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including cost, expenses, attorney's fees and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagee. In Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

DEFERRED INTEREST AND ENCUMBRANCES. Mortgagee covenants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: (a) mortgage was granted to First Fidelity Savings and Loan Association of Des Plaines in the amount of \$40,000.00 on 4-17-87 and 2nd mortgage was granted to the same bank in the amount of \$13,600.00 on 2-12-88 Mortgagee agrees to pay all claims when due that might result, if incurred, in the foreclosure, execution or repossession of the Property or any part thereof. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

All unpaid principal and accrued interest are due and payable upon demand. Until demand is made, accrued interest is due and payable in 11 monthly payments on the 30th day of each month, beginning December 30, 1989. Each installment payment shall be paid on the date due, or if such date falls on a day not a business day, then such payment shall be due on the last day of that month. The last scheduled payment, which is due on November 30, 1990, is estimated to be \$35,313.52, plus any accrued interest. Unless paid sooner or demand is made, all unpaid principal and accrued interest shall be due and payable on November 30, 1990. These payment amounts are based upon timely payment of each installment. In the event the interest rate increases and the payments due are not sufficient to pay the increased accrued interest, payments shall be increased by an amount sufficient to pay such interest notwithstanding the payment schedule above.

Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed. The Special Prime Rate today is 11% per annum (which is the Special Prime Rate today of 10.5% plus 5 percentage points). The Special Prime Rate today is not necessarily the lowest rate at which Bank lends its funds. The Special Prime Rate is only an index rate from which interest rates are daily changed to customers may be measured. The use of the Special Prime Rate is for convenience only and does not constitute a commitment by Bank to lend money at a preferred rate of interest.

INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from the date of disbursement on the unpaid principal balance at a Special Prime Rate (hereafter defined) plus 5 percentage points, per annum until the Note matures or the obligation is accelerated. The Special Prime Rate is defined as The Wall Street Journal's Money Rate Section and is quoted by the Wall Street Journal, as adjusted and announced or published from time to time. All adjustments to the interest rate will be made when the Prime Rate changes. Any increase in the interest rate will take the form of a larger amount due at maturity. The maximum interest rate for the Loan and Note shall be 20% per annum and the minimum interest rate shall be 5% per annum. After maturity or acceleration, the Loan shall bear interest at rate specified in the paragraph entitled "DEFAULT INTEREST" in the Note on the balance of the Loan which is not paid at maturity or acceleration until paid in full. The Loan and Note are limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under applicable federal and state laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding; if or when no principal amount is outstanding, any excess interest shall be refunded to Borrower.

However to secure the Obligations, Mortgagee does hereby bind Mortgagee to warrant and forever defend the Property unto Bank forever, against any claim or claim of all persons claiming or to claim the Property or any part thereof. Mortgagee further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

RECEIVED

15 SPECIAL INDEMNIFICATION. Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, reasonable attorneys' fees, costs and expenses incurred in investigating and defending against the assertion of such claims, as such fees, costs and expenses are incurred), of any nature whatsoever, which may be sustained, asserted or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto, any known or material misrepresentation or material breach of warranty by Mortgagee, any violation of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local laws, ordinances, regulations, orders, decrees, judgments, judgments of law, or court orders, or any other action, suit, loss, damage, cost and expense incurred in investigating and defending against the assertion of such claims, as such fees, costs and expenses are incurred, of any nature whatsoever, which may be sustained, asserted or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto, any known or material misrepresentation or material breach of warranty by Mortgagee.

Mortgagee makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Mortgagee.

- To the best of Mortgagee's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants.
- E. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and conductively practice approved methods of farming on the Property if used for agricultural purposes.
- D. not permit the Property to become subject to or contaminated by or with waste.
- C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property.
- B. refrain from the commission or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or improvements thereon.
- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.

16. CONDITION OF PROPERTY. As to the Property, Mortgagee shall:

Mortgagee shall not tolerate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee shall comply with and not violate any and all laws and regulations regarding the use, ownership, and occupancy of the Property. Mortgagee shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

17. INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with expanded coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank, in an amount at least equal to the amount of the Obligations. Such insurance shall contain the standard Mortgagee Clause, and shall name and endorse Bank as mortgagee. If an insured elects to pay a fire or other hazard loss or damage, the amount of such loss or damage shall not be reduced or offset by any other insurance coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank, in an amount at least equal to the amount of the Obligations. Mortgagee shall deliver evidence of such coverage and copies of all notices and renewals relating thereto; if or when such coverage is renewed, replaced or reduced, Mortgagee shall deliver evidence of such coverage and copies of all notices and renewals relating thereto. Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagee fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled BANK MAY PAY.

18. PROPERTY OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payments.

19. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property to the extent not prohibited by law, or the court may appoint or place a receiver or receiver in possession of the Property, and Mortgagee hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for, or pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, save expenses or as authorized by the court. Any sum remaining after such payments will be paid to the Obligations.

20. The preceding paragraph, the term "Property" also includes any interest in all or any part of the Property, the phrase "sale or transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract, lease, contract, or deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property interest, and "interest" includes, whether legal or equitable, any right, title, claim, encumbrance or proprietary right, charge or interest in or to the Property. This covenant shall run with the Property and shall remain in effect until the Obligations and the Mortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including but not limited to, a requirement in the instrument in the market rate, a modification in any form of the Note or the Payment Plan, and an alteration in the payment privilege. Lapse of time or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or estoppel of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagee notice of acceleration to the address of Mortgagee or shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagee shall pay the same declared due. If Mortgagee fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand, on Mortgagee, invoke any remedies permitted on Default.

- A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;
- B. the creation of a purchase money security interest for household appliances;
- C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- D. the granting of a leasehold interest of three years or less not containing an option to purchase;
- E. a transfer to a relative existing from the death of Mortgagee;
- F. a transfer where the spouse or child of Mortgagee becomes owner of the Property;
- G. a transfer resulting from a decree of dissolution or marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of Mortgagee becomes an owner of the Property;
- H. a transfer into an irrevocable trust in which Mortgagee is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property; assignment of beneficial interest or direction to execute; or
- I. any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board.

21. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell by Mortgagee, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

law or equity, whether or not expressly set forth.

183006563

UNOFFICIAL COPY

18306568

25 GENERAL PROVISIONS

A. TITLE IS OF THE ESSENCE. Time is of the essence in Mortgagee's performance of all duties and obligations imposed by this Mortgage. B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from or delay in the exercise of any of Bank's rights, remedies, privileges or right to treat upon Mortgagee's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such action by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations nor will a cure or waive any

24 BANK MAY PAY. If Mortgagee fails to pay when due any of the sums it is obligated to pay or fails to perform when obligated to do, Bank may, at its option:

A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of mortgage, having the benefit of the lien and its priority. Mortgagee agrees to pay and to reimburse Bank for all such payments

B. pay, when due, installments of any real estate tax imposed on the property; or

C. pay or perform any other obligations relating to the property which interests, at Bank's sole discretion, the interest of Bank in the property, Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys fees and paralegal fees. Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by the mortgage, having the benefit of the lien and its priority. Mortgagee agrees to pay and to reimburse Bank for all such payments

23 PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose on account of such specific default against the Property or any part thereof which may be sold subject to the remaining unpaid balance of the Obligations. The mortgage shall continue as a lien for such unpaid balance of the Obligations.

22 WAIVER BY MORTGAGEE. To the extent not specifically provided by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:

A. nonpayment;

B. exemptions as to the Property;

C. appraisement;

D. marshaling of liens and assets; and

E. statutes of limitations.

21 OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and (if Bank deems it necessary) to incur all attorneys fees, court costs and all other damages and expenses in such action or proceeding, including but not limited to reasonable attorneys fees, paralegal fees, court costs and all other damages and expenses.

20 CONDEMNATION. In any event all or any part of the Property (including but not limited to any easement thereon) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagee will promptly give written notice to Bank of the institution of such proceedings. Mortgagee further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement thereon, by any public authority or by any other person or corporation or having the right of eminent domain or appropriation. Mortgagee further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagee also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, catch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to, or any part of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

19 COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limited to the generally thereof, filing fees, postage, reasonable attorneys fees, paralegal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by this obligation as of the date of the payment and such payments shall be a part of the lien herein provided and shall be secured by this lien.

18 PROTECTION OF BANKS SECURITY. If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, involuntary, housing or environmental code or law, enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Bank, at Bank's sole option, may make such appearances, deposits such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.

17 INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable efforts to give Mortgagee prior notice of any such inspection that Bank shall make reasonable efforts to give Mortgagee prior notice of any such inspection.

16 HAZARDOUS WASTE. Any loss of natural resources including damages to air, surface or ground water, soil and biota, and any private suits or court local rule, ordinance or statute, the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste, any loss of natural resources including damages to air, surface or ground water, soil and biota, and any private suits or court injunctions.

UNOFFICIAL COPY

3 6 5 7 0 3

18C006568

Please return this document after recording to THE BANK OF HIGHWOOD, 10 Highwood Avenue, Highwood, Illinois 60040. This document was prepared by THE BANK OF HIGHWOOD, 10 Highwood Avenue, Highwood, Illinois 60040.

NOTARY PUBLIC STATE OF ILLINOIS
WALT ADAMS
OPTICAL SEAL
MY COMMISSION EXPIRES FEB. 22, 1992

NOTARY PUBLIC

My commission expires 2/22/92

On this 28th day of FEBRUARY, 1992, I, the undersigned, a notary public, certify that CHRISTINE A. BERARDI, wife of VICTOR O. BERARDI, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act for the uses and purposes set forth.

NOTARY PUBLIC STATE OF ILLINOIS
WALT ADAMS
OPTICAL SEAL
MY COMMISSION EXPIRES FEB. 22, 1992

NOTARY PUBLIC

My commission expires 2/22/92

On this 28th day of FEBRUARY, 1992, I, the undersigned, a notary public, certify that VICTOR O. BERARDI, husband of CHRISTINE A. BERARDI, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act for the uses and purposes set forth.

STATE OF Illinois
COUNTY OF LAKE

CHRISTINE A. BERARDI
individually
Victor O. Berardi
individually

MORTGAGOR:

ACKNOWLEDGEMENT: By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of the Mortgage has been received by the Mortgagor.

- C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- E. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
- F. SUCCESSORS. This Mortgage shall run to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- H. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.
- I. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.