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8/20/88
JMA

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

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Personal Property. The word "Personal Property" means all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds including without limitation all insurance proceeds and refunds of premiums from any sale or other disposition of the Property.

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GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated August 9, 1982 and known as TRUST NO. 5398, mortgages 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 recorded or filed buildings, improvements and fixtures, together with all other rights, water rights, water courses and ditch rights (including stock in ditches or rights in ditches, together with all other rights, together with all other rights, including without limitation all minerals, oil, gas, geothermal and geothermal rights, located in Cook County, State of Illinois (the "Real Property")):

LOT 3 IN GILBERT AND WOLF'S FLOSSMOOR WOODS, A SUBDIVISION OF THE SOUTH 357.04 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF DIXIE HIGHWAY (EXCEPTING THEREFROM THE SOUTH 90 FEET LYING EAST OF A LINE WHICH IS 674.71 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 7), ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1951 AS DOCUMENT 15122362, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3 THORNWOOD DRIVE, FLOSSMOOR, IL 60422. The Real Property tax identification number is 32-07-200-019-0000 VOLUME 011.

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all parts of the Property and all Rents from the Property, in addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Grantor. The word "Grantor" means FIRST NATIONAL BANK, Trustee under that certain Trust Agreement dated August 9, 1982 and known as TRUST NO. 5398. The Grantor is the mortgagee under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, partners, and accommodation parties in connection with the individuals.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, attachments, mobile homes affixed on the Real Property, facilities, additions and other 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 obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. The lien of this Mortgage shall not exceed at any one time \$150,000.00.

Lender. The word "Lender" means FIRST NATIONAL BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender, and includes without limitation all assignments and security interests provided in the Mortgage.

Note. The word "Note" means the promissory note or credit agreement dated December 14, 1982, in the original principal amount of \$150,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 10.000%. The Note is payable in 360 monthly payments of \$1,116.00. The maturity date of this Mortgage is January 1, 2020.

Personal Property. The word "Personal Property" means all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds including without limitation all insurance proceeds and refunds of premiums from any sale or other disposition of the Property.

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MORTGAGE

8 9 6 0 9 9 89609957

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

11:23:00 11:23:00 11:23:00

11:23:00 11:23:00 11:23:00

11:23:00 11:23:00 11:23:00

RECORDATION REQUESTED BY:

FIRST NATIONAL BANK
2090 SOUTH WESTERN AVENUE
OLYMPIA FIELDS, IL 60461

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK
2090 SOUTH WESTERN AVENUE
OLYMPIA FIELDS, IL 60461

SEND TAX NOTICES TO:

FIRST NATIONAL BANK
2090 SOUTH WESTERN AVENUE
OLYMPIA FIELDS, IL 60461



Firm Amersand File Order # 32194

2931

MORTGAGE
(Continued)

any contract, Grantor shall defend legal and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall indemnify Lender as an additional obligor under any surety bond furnished in the contract proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory 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 Completion. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any subcontractor, laborer, workman, or other person could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance insurance certificates satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Maintenance of Insurance. Grantor shall procure and maintain policies of the 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 co-insurance clause, and with a standard written 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 certificate of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make a partial loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at his election, apply the proceeds to the reduction of the indebtedness, payment of any non-allocating the Property, or the satisfaction and report of the Property if Lender elects to apply the proceeds to restoration and repair. Grantor will report 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 the receipt and which Lender has not converted to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to repay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall issue to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing (a) the name of the insurer, (b) the risks insured, (c) the amount of the policy, (d) the property insured, the then current replacement value of such property, and the manner of determining that value, and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraisal satisfactory to Lender determining the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and that pay monthly into that reserve account an amount equivalent to 1/12 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 the taxes and insurance premiums become delinquent. Lender shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so limited and paid shall prove to be insufficient to pay such taxes, assessments, and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be entered in an owner-occupied residential property. Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. 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 in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of those amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver the Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage:

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness and attorneys' fees necessarily incurred by Lender in connection with the condemnation. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such

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Foreclosure, etc. Governmental or judicial foreclosure, whether by judicial proceeding, sale-at-auction, repossession or any other method, by any creditor or third party, on the property, or the sale of the property, shall not apply in the event of a good faith dispute by Grantor as to the validity or enforceability of the debt or the right to foreclose, until the Grantor is notified in writing of such claim and furnishes to the lender a copy of the claim and the right to foreclose. The lender shall not be liable for the amount of the debt or the right to foreclose until the lender is notified of such claim and furnishes to the lender a copy of the claim and the right to foreclose.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent loss of or to effect discharge of any lien.
Default on indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

1. Failure of Grantor to make any payment when due on the indebtedness.

2. **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 failure is curable and if Grantor has not been given a notice of breach of a term of this Mortgage or any other term, condition or obligation, Grantor may cure such failure by curing such failure within the time specified in the notice of breach or (b) if the cure requires more than fifteen (15) days, immediately thereafter stop sufficient to cure the failure and thereafter continue and complete all reasonable and necessary steps sufficient to produce a condition as soon as reasonably practical.

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

4. **Involuntary.** The insolvency 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 the corporation or partnership of which Grantor is an individual who shall constitute an Event of Default unless the individual or partnership files a petition in a court of competent jurisdiction for relief from such status and obtains a court order relieving it from such status.

5. **Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, recording, filing, recording, filing, recording, and doing all other things as may be necessary, or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

6. **Full Performance.** If Grantor pays all the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statement of the termination of any financing statement on the declining Lender's security interest in the Real Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

7. **Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and preferred liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to in writing by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

8. **FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

SECURITY AGREEMENT, FINANCING STATEMENTS

The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:
Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Illinois Uniform Commercial Code as amended from time to time.
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 Real 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 executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assign to Lender all of the Real Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

Security Assurances; Attorney-in-Fact. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:
Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and preferred liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to in writing by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of not operating income received from the Property during the past year in such form and detail as Lender shall require.

Amendments. The Mortgage, together with any related Documents, constitute the entire understanding and agreement of the parties as to the matters set forth in the Mortgage. No addition of or amendment to the Mortgage shall be effective unless given in writing and signed by the parties or their duly authorized representatives.

Miscellaneous Provisions. The following miscellaneous provisions are a part of this Mortgage. The following miscellaneous provisions are a part of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

Notices to Grantor and Other Parties. Any notice under this Mortgage, including without limitation any notice of default and any notice of acceleration, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail by airmail with postage prepaid, directed to the address shown near the beginning of this Mortgage. Any party may change the address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the address.

Attorney's Fees, Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such suit or action costs as are reasonable as attorney fees at that 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 collection 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 fees and right expenses whether or not there is a lawsuit, including attorney fees for bankruptcy proceedings (including efforts to modify or vacate or annul any arbitration, stay or injunction, appeal and any anticipated post-judgment collection activities, the cost of securing records, obtaining title reports) (including foreclosure reports), surveyor reports, and appraisal fees, and title insurance, to the extent permitted by applicable law.

Waiver, Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not preclude pursuit of any other remedy, and no election to make repossession or take action to enforce an obligation of Grantor under this Mortgage shall constitute an election of remedy.

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 disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity. In exercising its rights and remedies, Lender shall be deemed to have waived any and all rights to have the property marketed, in whole or in part, as to all or any part of the Property together or separately, in one sale or by separate sales of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the property marketed, in whole or in part, as to all or any part of the Property.

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

Mortgagee in Possession. Lender shall have the right to be placed in possession of the Property or to have a receiver appointed to take possession of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosures or sales, and to collect the Rent from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. Lender shall have the right to be placed in possession of the Property or to have a receiver appointed to take possession of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosures or sales, and to collect the Rent from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness.

Collection of Rent. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rent, including amounts due and unpaid, and apply the not proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require a third party to make payments of rent or use proceeds of rent or use proceeds directly to Lender. If the Rent is collected by Lender, Lender shall have the obligation to which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this section (and apply) either in person, by agent, or through a receiver.

Acceleration. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay. Lender shall have the right at its option without notice to Grantor to 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 rights and remedies of a secured party under the Uniform Commercial Code. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Events Affecting Grantor. Any of the following events occurs with respect to any Grantor or any of the indebtedness or such Grantor or becomes incompetent, Lender, at its option, may, but shall not be required to, permit the Grantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default. Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later, shall constitute a breach of the terms of this Mortgage. Any breach by Grantor under the terms of any other agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later, shall constitute a breach of the terms of this Mortgage.

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Mortgagee in Possession. Lender shall have the right to be placed in possession of the Property or to have a receiver appointed to take possession of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosures or sales, and to collect the Rent from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. Lender shall have the right to be placed in possession of the Property or to have a receiver appointed to take possession of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosures or sales, and to collect the Rent from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness.

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25660963

This Mortgage prepared by:

F. SCHEER

BY: RONDA STRASSER, ACTING SECRETARY

BY: BRIAN H. WILSON, TRUST OFFICER

GRANTOR:

FIRST NATIONAL BANK

FIRST NATIONAL BANK ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR'S LIABILITY. The Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such trustee (and Grantor hereby warrants that it possesses full power and authority to execute this instrument) in the exercise of the power and authority conferred upon and vested in it as such trustee (and Grantor hereby warrants that it possesses full power and authority to execute this instrument) that each and all of the warranties, covenants, representations, indemnities, and agreements made in this Mortgage on the part of Grantor, which in form purporting to be the warranties, covenants, representations, indemnities, and agreements of Grantor, are severally each and every one of them made and intended to be personal warranties, covenants, representations, indemnities, and agreements of Grantor, and not made or intended to be for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Lender and its successors personally are concerned, the legal holder of the Note and the owner of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the instrument of the Note and the mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Grantor.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related 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. Waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby covenants and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

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

Successors and Assigns. Subject to the limitations stated in the Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon Grantor and its 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 foreclosure or extinction without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision shall be deemed to be modified to be valid and enforceable to the maximum extent possible. If feasible, any such modification, if it shall be stricken and all other provisions of the Mortgage in all other respects shall remain valid and enforceable.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. The names that each of the persons signing below is responsible for all obligations in this Mortgage. Where any one or more of the Grantors are corporate or partnership, it is not necessary for Lender to inquire into the powers of any of the Grantors or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the promised exercise of such powers shall be guaranteed under this Mortgage.

held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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OFFICIAL SEAL
SANDRA BULTMAN
My Commission Expires 8/10/93

Notary Public in and for the State of Illinois My commission expires

By *Sandra Bultman* Reading at

On this 14th day of December 19 89, before me, the undersigned Notary Public, personally appeared BRIAN H. WILSON, TRUST OFFICER, and RONDA STRASSER, ACTING SECRETARY of FIRST NATIONAL BANK, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

STATE OF Illinois)
COUNTY OF Will) ss

CORPORATE ACKNOWLEDGMENT

MORTGAGE (Continued)

12-14-1989 Loan No 33251-8