RECORDATION REQUESTED BY OFFIC AL COPY

Heritage Olympia Bank 195 Olympia Piaza Chicago Heights, IL. 60411

WHEN RECORDED MAIL TO:

Heritage Olympia Bank 195 Olympia Piaza Chicago Heighta, IL. 60411

89240594

SEND TAX NOTICES TO:

Heritage Olympia Bank 195 Olympia Plaza Chicago Heights, IL 60411

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MAY 5, 1989, between JAMES D. DOLCI and MARILYN A. DOLCI, HIS WIFE, whose address is 726 FITZHENGY COURT, GLENWOOD, IL 60425 (referred to below as "Grantor"); and Heritage Olympia Bank, whose address is 195 Olympia Plaza, Chicago Heights, IL 60411 (referred to below as "Lender").

GRANT OF MORTGAGE. For acuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the loss wing described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, coyalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CIOK County, State of Illinois (the "Real Property"):

LOT 733 IN WOODGATE GREEN UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known a 6 5'59 WOODGATE DRIVE, MATTESON, IL 50443. The Real Property tax identification number is 31-17-204-030.

Grantor presently assigns to Lender all of Grantor's right, title, and Interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in tive resonal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in the Morrage:

Grantor. The word "Grantor" means JAMES D. DOLCI and MARILYN A. DOLCI. The Crantor is the mortgagor under this Mortgage,

Guaranter. The word "Guaranter" means and includes without limitation all guaranters, aut at 1.9, and accommodation parties.

improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and similar construction or the Real Property.

indebtedness. The word "indebtedness" means all principal and interest payable under the Note allo 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.

Lender. The word "Lender" means Heritage Olympia Bank, its successors or assigns. The Lender is the mortgage, under this Mortgage.

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

Note. The word "Note" means the promissory note or credit agreement dated May 5, 1989, in the original principal amount of \$65,000.00 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 11.250%.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions tor, 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.

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

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Morigage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE. (1) PAYMENT OF THE INDEBTEDNESS AND. (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs and maintanance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Resuthorization Act of 1988, Pub. L. No. 98-498 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generale, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinarized including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and teets as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Granfor or to any other person. The representations and warranties contained herein are based on Grambra due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and walves any future claims against Lender for in contribution in the event Grantor becomes flable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmiess Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or "u" or resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been kink win to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indet to have and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Frop arty, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without the nulsance nor commit, permit, or suffer any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products whitout the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or removements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may en'ar upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance vitin the terms and conditions of this Mortgage.

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

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor at all on all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may at its option, declare immediately due and payable all sum, secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest it. the Real Property. A "sale or transfer" means the conveyance of real property or any right, little or interest therein; whether legal or equitable; whether voluntary or involuntary; whother by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a lexin greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the I leal Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer services charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the Interest of Lander under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within lifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest 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 Construction. Grantor shell notify Lender at least fifteen (15) days before any work is commerced, any services are furnished, or any materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property iten, and the Property iten, and

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हों है, जाराज्य का रामार्थिती के हम जा है है है है के उनकार में किये अधिकार है जार स्थापन के प्राप्त के मिला है ্হলেন্ট্রেস্ট্রিরের ফল্মারকেন্ট্রনেন্ড ১৮১৯ এই কে সুক্রমেন্ড জনত লাভ চন্দ্রক্রির প্রচার ভারত করি ভরী হিচাপেন্ড হলত

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cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within lifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay 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 inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any truster's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor tails 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's 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 Crantor. 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 parable with any installment payments to become due during either. (i) 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 these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the Infault. 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 flens 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 history and, and (b) Grantor has the full right, power, and authority to execute and deliver this 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 to or menced 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 may be requested by it from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's the 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 p. rt of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may of as election require that all or any part of the net proceeds of the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, or Lender in connector, with the condemnation,

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in 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 may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to the Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, less, documentary stamps, and other charges for recording or registering this Mortgage.

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

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Morigage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liena section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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 lillinois Uniform Commercial Code as amended from time to time.

Security interest. Upon request by Lander, Grantor shall execute financing statements and take whatever other action is requested by Lander to perfect and continue Lander's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file 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.

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રાહતું તાલુકાનું પ્રાપ્ય ભાગ રાજ્ય છે. તાલુકાલ કાર્યકાર કાર્યકાનું માતાનો જાત કામ**નો જંગાત દેવના** કરાક છે. જો તુન્ય

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Upon default, Grantor shall assemble the Personal 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 littinois Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances 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 filled, recorded, reflect, or rescorded, as the case may be, at such times and in such offices and piaces 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, cartificates, and other documents as may, in the sole opinion of Lender, be necessary or destrable 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 prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lander for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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 C.a.v. sexpense. For such purposes, Grantor hereby krevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters returned to in the preceding paragraph.

FULL PERFORMANCE. If Greator pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mongage, Lender shall execute and obliver to Grantor a suitable satisfaction of this Mongage and suitable statements of termination of any financing statement on file evidencing Lender's recurity interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined on Lender from time to time.

DEFAULT. Each of the following, at the count of Lender shall constitute an Event of Default under this Mortgage:

Default on Indebtedness. Fallure of Grai for ic make any payment when due on the Indebtedness.

Default on Other Paymente. Fallure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any item.

Compliance Default. Fallure to comply with any other term, obligation, coverant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a fallure is curable and it fran for has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and the Event of Default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such failure: (a) cures the failure within lifteen (15) days; or (b) if the cure requires more than fitteen (16) days, immediately initiates steps sufficient to cure the failure and there after continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished in 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 net of a propert.

Insolvency. 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 (awa by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by tederal (aw or illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Murga ja.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-here, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the involvedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to resume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, 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:

Accelerate Indebtedness. 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 Illinois Uniform Commercial Code.

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

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

อาทัวอุเซอ สัยเม สุดอเมราช (และ พิธีเพียน -) มหาวทยาว เมื่อง และ และ ได้สามารถเมาหายเพียนที่เพียนเลย และ เพีย STATE OF THE PROPERTY OF THE P Tilegare ball, allera et la communa a vito demana moda e la cala especia e mala escribir. El como el c na mang Mangring ng Mangrang i Anggadah dipelah mang <mark>ngang kinadah mikadah kina t</mark>anggan ang ing ing ing ing ing mangrang Kal and the second of the second contract Comments and Contract of the contract of the tent of the fields of the $x\mapsto \chi \otimes T_{\alpha} y =$ ad it we capped to possible as in the entropy of a state of a tribate and a tribate and the control of the control of the entropy of a state of the control of the entropy of a state of the control of the entropy of the entropy of the entropy of the entrol of the entro A production of the content of th ขนา อูป อด้วยวังคม (ก.ก. 1811) และมม คริกศ์ พิธีการทาน คริกันสหมาย สิงหายนายก คริกศ์สิทธิ์นทางสำราช 1.5 - 1.5 adomic will gray protocolor in Collar in the propagate of adoptial to had and the had the collection of the collection कर बनाया करोत्रा करते. पर १००० , व स्थान कर प्राप्त १००० हुने कराना कर्षा अन्त्री क्रियास्त्रीय स्थान जाता. १००० करानाम्बर्गाम्बर्गाम् कर्षा पर अस्ति कर प्राप्तकोत् से असामा स्थानमा प्राप्त कर्षा अस्ति कर्षा स्थान स्थान स्थ ्राप्त कर केंग्रहें कार्य है स्टेड कृतिक तथा हुए क्यों केंग्रहरू हैं। कुर्तिक हुए हैं कि है है है । सेवारा राज्य हुए को अस्तर ध्य जन्मका से के शिक्ष करें हैं। right sens a service, remaine colough. The Colour off is a sale white the member of the action of the service of the selection of the service of the selection of the service of the servi A80-12 40 11 1514 . .. property and the second second second March Street Street ്ടുണ്ടത്ത് ഈ ശ്രാത്ര വേദ്യി നിന്നും വേദ്യം വേദ്യം ത്രൂപ്പെട്ടുന്നും വിവരം വിവരം വിവര്യം വിവര്യം വിവര്യം വിവര്യം Constitution out that the transplace of the con-10.00 And the proposition of the state of the region were control of the part of the part of the state unit mad its accompany to produce the company of the company of est for the entropy of pagastrott, of as be, that provide as of the entropy between the following and be the control of the best of the page of the page of the entropy of Sec. 19. मक्षु पुरु नेवालि क्षती असून अस्ति है करता है प्रोत्यान क्षत्राच करितान करता है। उन्हें हैं पूर्व उनीय है है है ्त्रा पुर, स्वर्ताका अन्य व श्वसीत्वरणात् प्रवेशको १००० । १९७५ पुरस् विश्ववतस्य १० व्यक्ति स्वर्ताका ५ व वर्षाका प्रवे Consider the signed of the second in a specie respondence of the bray you be foreward to the consideration of the second in the second ार इन्हेंबेर प्राप्त कहेंद्रवर्ष मध्यप्रदेश<mark>ी</mark> का प्रितिष्ठी रागर कर है। के र र राज्य के कि विकास के कि वास्ता के साथ है। यह राज्य के साथ के साथ के स्वापन के सिक्स के साथ के स्वापन के के साथ कर का साथ के साथ कर ी । किरवहीकारामा, क्रिकेमार्डको से भी किवारिक पूजिन किरावित्र अवस्था राजान्त की नहीं। विकास करा करा करा है। सम before the first black that where the constant to be set in the set of the se ्व प्रकार है। वह स्थानिक अपने क्षेत्रक स्थान के ब्राह्मक के साथ है। अपने स्थानिक के स्थानिक के स्थानिक के प्र and the state with collective to design for the following Greek to the property of the property of the state on the state and the required for formal the distributed to state to extend the state and the 100 Smithts to word ear great is golden to from smithalf to epolicia हार है है। है was you have been a compared to think a supplier or any and the supplier of th With contributed the contribution of the contr you of hadilplin as tillion hat wall the larger of the first and a second indicates the state of the forest the second forms of the control of a control of a control of the control of t , ì and the second state of the second state of the second second second second second second second second second Programme to Common of the Bright Charles of Story St. D. and the second of the description of the production of the control अवकार के हैं के सकार के पार का मेरे अपी की अवकार की की किए मान के आता में के किए मार्थिक करें की उस कर है कि अ कि मुक्किन के भी कि किस अवकार के अवकार के अवकार का अवकार की कि किए जो कार्य के अविवास की स्थान की किए की की की . in 100 के के प्रमुख के अने के के किए कि absorptions rain laboration from security and thinkness to assert you are a pathoday gift to the security the grown handler later of the color aden er ben spinge skalkera i volke. Volkera i volkera kalkera i spindera era kalkera <mark>det er fabriker</mark> kalkera i kalkera i volkera i s en la la constanta de la companio del companio de la companio del companio de la companio del la companio de la companio del la companio de l

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

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedica. Lender shall have all other rights and remedics provided in this Mongage or the Note or available at law or in equity.

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

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

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prajudice 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 exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; F.q. nase. If Lender institutes any sult or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' less at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary, at any time for the protection of its interest or the enforcement of its rights shall become 4 pt rt of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered or in's paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or that there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), impeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extant permitted by applicable law, Grantor also will pay any court costs, it, addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepald, directed to the addresses shown at the top of page one (1). Any party may change its address for notices under this Mortgage by giving formal writin notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the top of the first page of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous p.o /mions are a part of this Mortgage:

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Amendmenta. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendments to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and Locupted 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.

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

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

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations of the Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invelid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforcibility or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and provisions.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a pirson other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the local by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or Rability under the indebtedness.

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have walved 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. A 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 compilance 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS

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JAMES D. DOLCI

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S. Bollendorf, Heritage Olympia Bank, 195 Olympia Plaza, Chicago Heights, IL 60411

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