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RECORDATION REQUESTED BY:

Mortgage Bremen Bank And Trust Company  
17500 Oak Park Avenue  
Tinley Park, IL 60477

THIS IS A JUNIOR MORTGAGE

WHEN RECORDED MAIL TO:

Mortgage Bremen Bank And Trust Company  
17500 Oak Park Avenue  
Tinley Park, IL 60477

89326482

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JULY 8, 1989, between Daniel J. Dougherty and Teresa A. Dougherty, his wife, whose address is 16653 S. Parkview, Tinley Park, IL 60477 (referred to below as "Grantor"); and Heritage Bremen Bank And Trust Company, whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, 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, royalties and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property").

Lot 3 in Parkview Homes, Unit #2, being a Subdivision of part of Lots 9, 10, 11, 12, 13 & 14 & part of vacated Princeton Avenue in Bremen's Estate Unit #6, Phase 2 in the SW 1/4 of Section 24, Township 36 North, Range 12, East of the Third Principal Meridian, as recorded November 17, 1971 as Document #21715525, in Cook County, Illinois.

The Real Property or its address is commonly known as 16653 S. Parkview, Tinley Park, IL 60477. The Real Property tax identification number is 27-24-311-033.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all issues 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:

**Grantor.** The word "Grantor" means Daniel J. Dougherty and Teresa A. Dougherty. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties.

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

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce 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 time the \$10,000.00.

**Lender.** The word "Lender" means Heritage Bremen Bank And Trust Company, its successors or 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 interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated July 8, 1989, in the original principal amount of \$11,518.13 from Grantor to Lender, together with all renewals or extensions or modifications or refinancings or substitutions of, and substitutions for the promissory note or agreement. The interest rate on the Note is 12.500%. The Note is payable in 54 monthly payments of \$208.80. The maturity date of this Mortgage is July 20, 1990.

**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 accessories, 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 proceeds of judgments) 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 Mortgage" 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

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

Proceeding. If any proceeding in connection with this Mortgage is commenced by or on behalf of the Lender, the Lender shall provide to the Borrower a copy of the proceedings and shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower.

APPROPRIATION OF THIS MORTGAGE. If at any time the Property is sold, transferred, assigned, or otherwise disposed of, the proceeds of the sale, transfer, assignment, or other disposition shall be applied to the payment of the indebtedness secured by this Mortgage.

COMPLETION. The following provisions relating to completion of this Mortgage are a part of this Mortgage. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower.

EXISTING ENCUMBRANCES. The following provisions concerning existing encumbrances are a part of this Mortgage. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower.

WARRANTY OF TITLE. The following provisions relating to warranty of title are a part of this Mortgage. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower.

EXPENDITURES BY LENDER. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower.

COMPLIANCE WITH FEDERAL LAWS. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower.

DEFENSE OF TITLE. The Lender shall be deemed to have agreed to be bound by the proceedings and to be represented in the proceedings by or on behalf of the Borrower.

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On the day of the month of \_\_\_\_\_ 19\_\_\_\_, the undersigned of the County of Cook, State of Illinois, personally appeared \_\_\_\_\_, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

By \_\_\_\_\_  
 Notary Public in and for the State of Illinois

My commission expires \_\_\_\_\_

STATE OF ILLINOIS  
 COUNTY OF COOK

**INDIVIDUAL ACKNOWLEDGMENT**

This mortgage prepared by: **MARTINA CRAFT FOR: Heritage Bremen Bank & Trust Co.**  
 17500 S. Oak Park Ave.  
 Tinley Park, IL 60477

**GRANTOR:** *[Signature]*  
*[Signature]*  
 TERRY A. DAUGHERTY

**TERMS:**

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

**Waiver and Consent.** 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. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right 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 Grantor's obligations as to any future transactions. Whenever consent by Lender is required in the Mortgage, the granting of such consent by Lender in any instance that not constitute continuing consent to subsequent instances where such consent is required.

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

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon Grantor and his or her heirs, assigns, successors and assigns, if ownership of the Property becomes vested in a person other than Grantor and his or her heirs, assigns, successors and assigns, in reference to the Mortgage and the indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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