# REAL ESTATE OFFICIAL COPOSTOSO MORTGAGE

AND ASSIGNMENT OF RENTS

THE ABOVE SPACE FOR RECORDERS USE ONLY

SEE RIDER ATTACHED  Mortgages, of the Circhiago, State of Illinois, in the sum of	HIS INDENTURE	WITNESSETH, that			
interested to as "Mortgagors", being infebted to Mortgagos of even date herewith payable to hicago, State of Illinois, in the sum of		SEE RID	ER ATTACHED		
Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to installments as follows:  Installments of 3. — cach, beginning on	rein referred to as			Mortgagee, of the	City of
installments of \$	nicago, State of Illino	s, in the sum of			
installments of \$		) Dollars avidenced by the promise	sory note of Mortgagors o	f even date herewith paval	ole to the
All of said principal and interest being and e payable at the offer of Mortgagee at 55 M. Boartoee, Str., Chinosis, or at such solve place as the highest of the Note may from time to time appoint in writing. All such payments or unt of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and continued to principal balance and the said Note.  W. THEREFORE, the Storigugors to secure payment of said note or any remewals of said note or any additional most interest on the unpaid principal balance and said the said of the payment of said note or any additional most interest or an behalf of Mortgagor, and or repowment of any other indebtedness no method of Mortgagor, and the control of the control o	ler of Mortgagee in	installments as follows:	ory note of mongagoro o		
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inois, or at such sile; place as the budder of the Note may from time to time appoint in writing; All such sparrents of unit of the indebidences evidence of the said Notes shall be first applied to interest on the unpaid principal balance and uninder to principal bed-or the installments of principal shall bear interest after maturity until paid at the rate provision of the provision of the provision of the unpaid principal balance and uninder to principal bed-or the installments of principal shall bear interest after maturity until paid at the rate provision of the provision of the provision of the unit provision of the from the provision of the form of the form of the provision and invalidation of this mortgage excessor and assigns, the following free case states shall be the Country of the Cook and the provision of the form of the Homestead Exemption Laws of the State of Illinois, which the state of Illinois which the provision of the provision of the state after default in payment for breach of any of the covenants and agreements herein contained), to-wit:  Lot 136 in Tanbark Subdivision, being a subdivision of part of the West 1/2 of the southeast 1/4 of section 23, township 36 north, range 12 east of the third principal meridian, in Cook Lounty, Illinois.  P. I. N. 27-23-401-015  Street address: 8224 N. 163rd Street, Tinley Park, II. 60477  **Trivial of the results of the provision of the provision of part of the West 1/2 of the southeast 1/4 of section 23, township 36 north, range 12 east of the third principal meridian, in Cook Lounty, Illinois.  P. I. N. 27-23-401-015  Street address: 8224 N. 163rd Street, Tinley Park, II. 60477  **Trivial of the results of the payment of the provision of the payment of the pa	ntinuing on the same	day of each month thereafter until	the office of Mortgages at	55 M Monrae (St.)	Chicago
mess hereaffer made by McTalegue to or on behalf of Mortgagor, and for repayment of any other indehences no repair due from Mortgages, in accordance with the terms, provisions and limitations of this mortgage performance of the covenants twid agreements becein contained, MORTGAGE AND WARRANT to Mortgages crossors and assigns, the followin, real estate situated in the Country of	inois, or at such wher unt of the indebtedner nainder to principal. I	place as the holder of the Note may	from time to time appoint st applied to interest on the	in writing. All such paymer he unpaid principal balance	nts on ac- e and the
the with the property hereinafter described, is referred to herein as the "premises."  TOCETHER with all improvements, tenements, easements, fatures, and appurtenances therein containing and all rents, issues and profit to be long and during all such times as Mortgagors to reside the resident for a raticles herein to which are plotted therein to be long and during all such times as Mortgagors may be entitled thereto (which are plotted to be a part of said real resident herein or hereafter placed in the premises to the resident herein or articles hereafted to be a part of said real resident herein or articles hereafted to be a part of said real resident here or one and appurtenances thereto consists of two pages. The covenants, conditions and provisions appeared that all similar appare appropriate therein by reference and are a part hereof and shall be binding on the mortgagors, their here of the resident here of the said and said and said to the resident here of the said and the	nces hereafter made b reafter due from Mor <del>-performance of the</del>	y Mc (leigee to or on behalf of Mo- igagors). Mortgagee, in accordance coveriants and agreements herein or	rtgagor, and for repaymen with the terms, provisions <del>ontaine</del> d, MORTGAGE A	t of any other indebtednes and limitations of this more ND WARRANT to More	s now or tgage and gagee, its
of the southeast 1/4 of section, 23, township 36 north, range 12 east of the third principal meridian, in Cook county, Illinois.  P.I.N. 27-23-401-015  Street address: 8224 N. 163rd Street, Tinley Park, II. 60477  DEPT-01 RECORDING  174444 IRAN 7422 12/20/90 I  2006 COUNTY RECORDER  the with the property hereinafter described, is referred to herein as the "premises."  TOGETHER with all improvements, temements, easements, fatures, and appurternances therete storing, and all rents, issues and or recorded to the secondarily) and all apparatus, equipment or articles now or hereafter therein or, between used to supply heat, gas, bittoining, water, light, power, refrigeration (whether single units or centrally controlled), and verificated to be a part of said read estate whether physically stateded therein or, between used to supply heat, gas, bittoining, varier, ight, power, refrigeration (whether single units or centrally controlled), and verificated to be a part of said read estate whether physically stateded therein or, between used to supply heat, gas, bittoining, water, fertigeration (whether single units or centrally controlled), and verificated to be a part of said read estate whether physically stateded therein or, between water heatering or, or there are accessors or assigns shall considered as constituted or accessors and assigns.  This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of regage are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their he cessors and assigns.  WITASS the hamds. And seal.S. of Mortgagors this.  A hotary Public in and for and teriding in said County, in the State aforesaid, DO HEREBY CERT, that. David J. Dellarco  [SEAL]  Mary Ann DeMarco. In which we have a sealed and delivered the said mortgage at the said mortgage at the first day in person and acknowledged that they sealed and delivered the said mortgage at the first day in person and acknowledged that they sealed and deli	ccessors and assigns, tree from all rights and	he following real estate situated in the benefits under and by virtue of the cartenages do hereby expressly release	he County of	ook State of Illinois, was of the State of Illinois, was all right to retain possession	of Illinois vhich said
of the southeast 1/4 of section 23, township 36 north, range 12 east of the third principal meridian, in Cook county, Illinois.  P.I.N. 27-23-401-015  Street address: 8224 W. 163rd Street, Tinley Park, II. 60477  DEPT-01 RECORDING  174444 IRAN 7422 12/20/90 I  2006 COUNTY RECORDER  the with the property hereinafter described, is referred to herein as the "premises."  TOGETHER with all improvements, tenements, easternests, factures, and appurtenances therein chooging, and all rents, issues and profice of long and secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, littoring, water, light, power, erfigeration (whether single units or centrally controlled), and very aion, including (without restrict foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awaisign, reverse and water therefore foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awaisign, reverse and water therefore foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awaisign, reverse of water therefor foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awaisign, reverse of water therefore for the real exact to be a part of said real estate whether physically studied therefore on a saigns shall be considered as constituted or the real state.  This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of regage are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their he casors and assigns.  WITASS the hamds. And seal.S. of Mortgagors this.  A shotary Public in and for and tesiding in said County, in the State aforesaid, DO HEREBY CERT, that. David J. DeMarco.  [SEAL]  May G. DeCember and Polarization of the right of homested.  GIVEN under my hand and Notarial Seal this.  GIVEN under my hand and Notarial Seal this.  GIVEN under my hand and Notarial	Int 136 in	Tanbark Subdivision being	a subdivision of na	rt of the West 1/2	
P.I.N. 27-23-401-015  Street address: 8224 N. 163rd Street, Tinley Park, II. 60477  DEPT-01 RECORDING  174444 IRAN 7422 12/20/90 1  24375 2 D * 970-61  COOK COUNTY RECORDER  TOGGTHER with all improvements, tenements, easements, fatures, and appurtenances thereto, clonging, and all rents, issues and previous and provided perturbing and on a parity with estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or three on used to supply heat, gas, indicating, which is right units or centrally controlled), and vertilation in which is right units or centrally controlled), and vertilation in the property heat, gas, or centrally controlled), and vertilation in the property with organics, screens, window shades, storm door an articles now or hereafter therein or three on used to supply heat, gas, organically a screens, window shades, storm door an articles now or hereafter therein or three on used to supply heat, gas, organically a screens, window shades, storm door an articles now or hereafter therein or three on used to supply heat, gas, organically a screens, window shades, storm door and whether physically attached therein or not, and it is agreed that all similar apparatus of the real estate.  This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of treage are incorporated herein by reference and are a part hereof and shall be binding on the morgajors, their heresors and assigns.  WITASS the hands. And seal.S. of Mortgagors this.  David J. Dellarco  [SEAL]  J. J	of the sout	heast 1/4 of section 23, to	ownship 36 north, ra		
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WITNESS the hand.S. and seal.S. of Mortgagors this day of December 19.    Covered Seal   Mary Ann DeMarco   Seal   Mary Ann DeMarco   Seal	rtgage are incorporate	d herein by reference and are a pa	irt hereof and shall be bind	ling on the more sujors, the	eir heirs,
ATE OF ILLINOIS.  I. JAME J L. Douged  a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFICATION OF ILLINOIS.  a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFICATION OF ILLINOIS.  a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFICATION OF ILLINOIS.  a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFICATION OF ILLINOIS.  a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFICATION OF ILLINOIS.  A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFICATION OF ILLINOIS.  The David J. DeMarco and Mary Ann DeMarco, his wife  who are personally known to me to be the same person. S whose name S are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they are sealed and delivered the said mortgage as their free and voluntary act for the uses and purp therein set forth, including the release and waiver of the right of homestead.  GIVEN under my hand and Notarial Seal this day of December A. D. 19 90 AMES J. MCDONOUGH	Winshon the hand	and seal.S of Mortgagors	this day	of December	1990
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OFFICIAL SEAL JAMES J. MCDONOUGH		ealed and delivered the said mortgage herein set forth, including the release and	waiver of the right of nomesti	d voluntary act for the uses and ead.	5 purposes <sub>.</sub>
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MY COPHISSION EXP. MAY 30, 1992			) 3	1 Mach	

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such principal tension. Mortgagee or to holder of the note; (4) complete within a resonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgages or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, incase of loss or damage, to Mortgage; such rights to be evidenced by the standard mortgage clause; to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the note and incase of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act herein-before required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagel or the holders of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured here's and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the note shall never be considered as a miver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.
- 5. The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill evaluation or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or ir to be validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. Mortgagors shall pay each it in of indebtedness herein mentioned both principal and interest, when due according to the terms bereaf.

  At the option of the holder of the next, as a without notice to the Mortgagors, all unpaid indebtedness accurad by the Mortgago shall, not withstanding anything in the note of it dis Mortgago to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principle or interest on the note, or (b) when default shall occur and continue for three days in the princi to interest on the note, or SEE RIDER ATTACHED
- 7. When the indebtedness hereby secured shall is ome due whether by acceleration or otherwise, Mortgagee shall have the right to forciose the lien hereof. In any suit to forciose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the note for attorneys! fees, appraiser's fees, outlays for documentary and expense, the expenditures and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and explaining guarantee policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the note may deem to be reasonably necessary; either, to prosecute such suit, or to evice to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All evil this and expenses of the nature in this paragraph mentioned shall becomes much additional indebtedness secured hereby and immediately, due and payable, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceeding, including probate and background incurred by mortgage or the local parity, either of them shall be a parity, either ment of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, xx' on gall such items as are mentioned in the preceding paragraphic bereof; second, all other items which under the terms hereof constitute secur d indebtednss additional to that evidenced by the note; with interest thereon as herein provided; third, all principal and interest remaining w at i on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale with ut notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the star value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed at s characteristics. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption on not, as well as durin, any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and other powers which may be necessary or are usual in, such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a sale and deficiency.
- 10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense w'de' would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 11. Mortgages or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 12. If Mortgagors shall sell, assign or transfer any right, title or interest in said premises, or any portion thereof, without the written consent of the holder of the note secured hereby, holder shall have the right, at holder's option, to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything in said note or this mortgage to the contrary notwithstanding.

THIS INSTRUMENT WAS PREPARED BY Leonard M. Cohen, 33 N. LaSalle St., Chicago, IL 60602

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Puritan Finance Corporation

55 West Monroe Street

Chicago, Illinois 60603

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INSTRUCTIONS

Att: James McDonough

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8224 W. 163rd Street

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corporation ("DeMarco Group") to Mortgagee, whether now existing or hereafter created or arising, including, without limitation, principal amount of Two Hundred Thousand (\$200,000) Dollars payable therein described, which note evidences a secured revolving line of which Mortgagee shall make loans and anvances to DeMarco Group from Demarco, his wife, ("Mortgagors"), have unconditionally guaranteed to Puritan Finance Corporation ("Mortgagee") the payment of all indebtedness, obligations and liabilities of The DeMarco Group, THIS INDENTURE WITNESSETH, pursuant to Continuing Guaranty of even to the order of the Mortgagee on demand, together with interest credit being extended by Mortgagee to DeMarco Group, and under Inc., doing business as DeMarco Brothers Company, an Ilinois DeMarco Group's promissory note of even date herewith in the date herewith (the "Guaranty") David J. DeMarco and Mary Ann time to time hereafter.

payable at the office of the Mortgagee at 55 W. Monroe Street, All payments of principal and interest under said note being Chicago, Illinois 60603.

Mortgagee to protect the security of this Mortgage, and the payment incurred by Mortgagee in the collection of the aforesaid note, the Guaranty and in foreclosing the lien of this Mortgage, Mortgagors In consideration of the foregoing and to secure the repayment of the aforesaid note, all intures loans and advances made by Mortgagee to DeMarco Group thereunder, all extensions, agreements herein contained, the payment of all sums advanced by of all costs and expenses (including reasonable attorney's fees) modifications, refinancings and renewals of said note, the Guaranty, the performance of the Mortgagors' covenants and





Clark's Office

all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Mortgagors. Mortgagors will at all times deliver to the Mortgagee duplicate originals or certified copies of all leases, agreements and documents relating to the premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose."

Mary City

David J. DeMarco

Mary Ann DeMarco

90017850

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false or misleading when made; or (f) admission by DeMarco Group or Mortgagors, in writing, including without limitation an answer or other pleading filed in any court, of DeMarco Group's or Mortgagors' insolvency or its or their inability to pay its or their debts generally as they fall due; or (g) institution by DeMarco Group or Mortgagors of bankruptcy, insolvency, reorganization, or arrangement proceedings of any kind under the United States Bankruptcy Code, whether as now existing or as hereafter amended, or any similar debtors' or creditors' rights law, federal or state, now or hereafter existing, or the making by DeMarco Group or Mortgagors of a general assignment for the benefit of creditors; or (h) institution of any such proceedings referred to in clause (g) above against DeMarco Group or Mortgagors that are consented to by such party or are not dismissed, vacated, or stayed within sixty (60) days after the filing thereof; or (i) appointment by any court of a receiver, trustee, or liquidator of or for, or assumption by any court of jursidiction of, all or any part of the premises or all or a major portion of the property of DeMarco Group or Mortgagors, if such appointment or assumption is consented to by DeMarco Group or Morigagors or, within sixty days after such appointment or assumption, such receiver, trustee or liquidator is not discharged or such jurisdiction is not relinquished, vacated, or stayed."

The following provision is hereby added as new Section 14:

"14. To further secure payment of DeMarco Group's \$200,000 note hereinabove described, the payment and performance of the Guaranty, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained herein, Mortgagors hereby sell, assign and transfer to Mortgagee all of their right, title and interest in and to all leases now or hereafter affecting the premises, whether written or oral, and all other leases and agreements for the use thereof (collectively, the "Leases") and all rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagors hereby irrevocably appoint Mortgagee their agent, in their name and stead (with or without taking possession of the premises), to rent, lease or let all or any part of the premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every Lease or any other tenancy existing or which hereafter exists on the premises, with the same rights and powers and subject to the same rights and powers as Mortgagors would have. Event of Default under this Mortgage has occurred, Mortgagors shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an Event of Default, Mortgagee, at any time or times thereafter, may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct said tenants thereafter to make

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RIDER ATTACHED TO AND MADE A PART OF REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS BETWEEN DAVID J. DEMARCO AND MARY ANN DEMARCO, HIS WIFE, AS MORTGAGORS, AND PURITAN FINANCE CORPORATION, AS MORTGAGEE

The Mortgage shall be amended as follows:

The following provision is added as Section No. 13:

"13. This Mortgage secures not only the indebtedness from The DeMarco Group, Inc. ("DeMarco Group) to Mortgagee on the date hereof but all such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no indebtedness outstanding at the time any advance is made. The total amount or indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$201,000, plus interest thereon, and any disbursements made by Mortgagee for the payment of taxes, special assessments, or insurance of the premises, with interest on such disbursements at the variable rate described in note secured hereby."

Section No. 6 on the reverse side of the Mortgage is hereby deleted in its entirety and replaced with the following new paragraph:

At the option of the Mortgagee and without notice to Mortgagors, their heirs, personal representatives or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note secured hereby, the Guaranty or in this Mortgage to the contrary, become due and payable upon the occurrence of any one or more of the following events of default: (a) DeMarco Group shall fail to pay any portion of che principal or interest due under the note secured hereby when due and such default shall continue uncured for ten days; or (b) Demarco Group shall otherwise be declared in default under the Security Agreement of even date herewith between DeMarco Group, as debtor, and Mortgagee, as secured party, and such default shall not be cured within any grace period provided for therein; or (c) if Mortgagors shall fail to pay any amount due becoming due under the Guaranty and such default shall continue uncured for ten days after written notice is sent to Mortgagors to pay such sum; or (d) if Mortgagors fails to perform or observe any covenant, warranty, or other provision contained in the Guaranty or this Mortgage for a period in excess of thirty (30) days after the date on which the notice of such failure is sent to Mortgagors; or (e) if any representation or warranty contained in the note secured hereby, the Guaranty, this Mortgage or in any other loan document or instrument executed by DeMarco Group or Mortgagors in connection with the indebtedness hereby secured, shall have been materially

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