

REAL ESTATE MORTGAGE

AND ASSIGNMENT OF RENTS

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE WITNESSETH, that

SEE RIDER ATTACHED

herein referred to as "Mortgagors", being indebted to Mortgagee, of the City of Chicago, State of Illinois, in the sum of

(\$) Dollars evidenced by the promissory note of Mortgagors of even date herewith payable to the order of Mortgagee in installments as follows:

installments of \$ each, beginning on 19 and continuing on the same day of each month thereafter until the entire sum is paid.

All of said principal and interest being made payable at the office of Mortgagee at 55 W. Monroe, St., Chicago, Illinois, or at such other place as the holder of the Note may from time to time appoint in writing. All such payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Each of the installments of principal shall bear interest after maturity until paid at the rate provided in said Note.

NOW, THEREFORE, the Mortgagors to secure payment of said note, or any renewals of said note or any additional advances hereafter made by Mortgagee to or on behalf of Mortgagor, and for repayment of any other indebtedness now or hereafter due from Mortgagors to Mortgagee, in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns, the following real estate situated in the County of Cook, State of Illinois (free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive and free from all right to retain possession of said real estate 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 County, Illinois.

P.I.N. 27-23-401-015

Street address: 8224 N. 163rd Street, Tinley Park, IL 60477

DEPT-01 RECORDING \$17.25
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COOK COUNTY RECORDER

which with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this mortgage are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hand, S. and seal, S. of Mortgagors this 18 day of December 19 90.

David J. DeMarco [SEAL]

Mary Ann DeMarco [SEAL]

STATE OF ILLINOIS,

JAMES J. McDONOUGH

County of Cook

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that David J. DeMarco and Mary Ann DeMarco, his wife

who are personally known to me to be the same person S whose names are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 18 day of December A. D. 19 90

OFFICIAL SEAL
JAMES J. McDONOUGH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 30, 1992

Handwritten signature and date: 17 Mail

0617850

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

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

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

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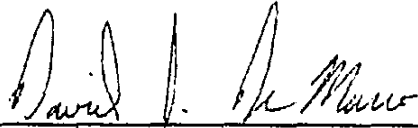
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all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, by legal proceedings or otherwise in the name of the Mortgagors. 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."



David J. DeMarco



Mary Ann DeMarco

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INVESTIGATION REPORT
NO. 100-111111
DATE: 1/1/11
BY: [Name]
SUBJECT: [Subject]

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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 jurisdiction 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 Mortgagors 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. If no 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 of 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 \$200,000, plus interest thereon, and any disbursements made by Mortgagee for the payment of taxes, special assessments, or insurance on 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:

"6. 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 the 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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11/23/2001