


UNOFFICIAL COPY

Douglas K. Ball		(The instrument was prepared by (Name) First National Bk. of Hoffman Estates (Address) 2200 W. Higgins Rd., Hoffman Est., Ill.
Roberta Ball		First National Bank of Hoffman Estates 2200 W. Higgins Rd. Hoffman Estates, Ill., 60195
94 Otis Road		30057838
Barrington, Ill., 60010		MORTGAGEE "You" means the mortgagee, its successors and assigns.
MORTGAGOR "I" includes each mortgagor above.		

REAL ESTATE MORTGAGE: For value received, I, Douglas K. Ball and Roberta Ball, mortgage and warrant to you to secure the payment of the secured debt described below, on 94 Otis Road, Barrington, Ill., the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 94 Otis Road, Barrington, Illinois 60010

LEGAL DESCRIPTION: SEE LEGAL DESCRIPTION ATTACHED

THAT PART OF THE WEST 908.6 FEET EXCEPT THE WEST 374.0 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS: COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 374.0 FEET OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 706.76 FEET NORTH OF THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 FOR A PLACE OF BEGINNING; THENCE EAST ON A LINE PARALLEL WITH THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 234.81 FEET, THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 100 DEGREES 19 MINUTES WITH THE LAST COURSE, 331.8 FEET TO THE EAST LINE OF THE WEST 908.6 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, THENCE NORTH ON THE SAID EAST LINE OF THE WEST 908.6 FEET A DISTANCE OF 339.47 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE WEST ON THE SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 534.95 FEET TO THE AFORESAID EAST LINE OF THE WEST 374.0 FEET OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 374.0 FEET TO THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 519.36 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL II:

30057838

STATEMENT FOR THE BENEFIT OF PARCEL NO. I FOR INGRESS AND EGRESS RESERVED IN THE WARRANTY DEED MADE BY DOROTHY W. RYAN AND HENRY B. RYAN, HER HUSBAND, TO WILLIAM W. RICE, JR. AND EVELYN T. RICE, HIS WIFE, DATED JULY 8, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15,631,620, OVER A STRIP OF LAND 20 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE SAID PARCEL NO. I, THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 20 FEET TO THE EAST LINE OF SAID PARCEL NO. I, THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 20 FEET TO THE NORTH LINE OF SAID PARCEL NO. I, THENCE WEST ALONG SAID NORTH LINE A DISTANCE OF 20 FEET TO THE WEST LINE OF SAID PARCEL NO. I, THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 20 FEET TO THE SOUTH LINE OF SAID PARCEL NO. I, THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 20 FEET TO THE PLACE OF BEGINNING.

All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on January 29, 1991 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:

Two Hundred Thousand and no/100 Dollars (\$ 200,000.00)

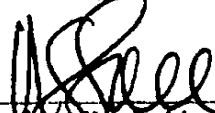
plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

- Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
- A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.


TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

- Commercial
- Construction
- Personal

SIGNATURES:



Douglas K. Ball



Roberta Ball

ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook County ss:

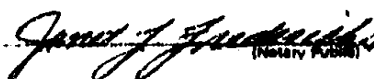
The foregoing instrument was acknowledged before me this 29th day of January, 1990

by Douglas K Ball & Roberta Ball

Corporate or Partnership Acknowledgment of _____ (Name of Corporation or Partnership) as _____ on behalf of the corporation or partnership.

My commission expires: April 04, 1993

OFFICIAL SEAL
JANET L. FREDERICKS
 NOTARY PUBLIC, STATE OF ILLINOIS
 My Commission Expires April 4, 1993


 (Notary Public)

ILLINOIS

90057838



1300

DEPT. OF RECORDING 15.55.00
TMS55 TRAM 5245 02/02/90 15.55.00
#0367 * -70-057838
COOK COUNTY RECORDER

Property of Cook County

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second to interest and payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other remedy available to you, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leasehold; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee.** If I fail to perform any of my duties under this mortgage, you may perform the duties assigned to me or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
- Your failure to perform will not prejudice you from exercising any of your other rights under the law or this mortgage. Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your right to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns; and Beneficiaries.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other change in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

80255006

UNOFFICIAL COPY

Douglas K. Ball		First National Bank of Hoffman Estates 2200 W. Higgins Rd. Hoffman Estates, Ill., 60196
Roberta Ball		90057838
94 Otis Road		
Barrington, Ill., 60010		
MORTGAGOR "I" includes each mortgagor above.		MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Douglas K. Ball and Roberta Ball, mortgage and warrant to you to secure the payment of the secured debt described below, on 94 Otis Road, Barrington, Ill., the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 94 Otis Road, Barrington, Illinois 60010

LEGAL DESCRIPTION: SEE LEGAL DESCRIPTION ATTACHED

THAT PART OF THE WEST 908.6 FEET EXCEPT THE WEST 374.0 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS: COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 374.0 FEET OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 700.70 FEET NORTH OF THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 FOR A PLACE OF BEGINNING; THENCE EAST ON A LINE PARALLEL WITH THE SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 234.61 FEET, THENCE NORTHEASTERLY ON A LINE FORMING AN ANGLE OF 100 DEGREES 10 MINUTES WITH THE LAST COURSE, 331.0 FEET TO THE EAST LINE OF THE WEST 908.6 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AFORESAID, THENCE NORTH ON THE SAID EAST LINE OF THE WEST 908.6 FEET A DISTANCE OF 339.44 FEET TO THE NORTH LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE WEST ON THE SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 534.95 FEET TO THE AFORESAID EAST LINE OF THE WEST 374.0 FEET OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE SOUTH ALONG THE SAID EAST LINE OF THE WEST 374.0 FEET TO THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 519.36 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL II:

90057838

WARRANTY FOR THE BENEFIT OF PARCEL NO. 1 FOR INGRESS AND EGRESS RESERVED IN THE WARRANTY DEED MADE BY DOROTHY W. RYAN AND HENRY B. RYAN, HER HUSBAND, TO WILLIAM W. RYAN, JR. AND EVELYN T. NICE, HIS WIFE, DATED JULY 8, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15,631,620, OVER A STRIP OF LAND 20 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, 247.0 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 908.6 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3 AFORESAID; THENCE NORTH 7 DEGREES, 20 MINUTES EAST, A DISTANCE OF 180.7 FEET; THENCE NORTH 44 DEGREES, 30 MINUTES EAST, A DISTANCE OF 210.6 FEET; THENCE NORTH 6 DEGREES, 34 MINUTES EAST, A DISTANCE OF 191.13 FEET; THENCE NORTH 52 DEGREES 20 MINUTES WEST, A DISTANCE OF 196.0 FEET; THENCE NORTH 71 DEGREES, 40 MINUTES WEST, A DISTANCE OF 56.15 FEET; THENCE NORTH 31 DEGREES, 33 MINUTES WEST, A DISTANCE OF 65.65 FEET TO A POINT ON THE SOUTHWESTLY LINE OF PARCEL NO. 1 FOR THE TERMINUS OF SAID CENTER LINE, (EXCEPT THAT PART THEREOF FALLING IN OTIS ROAD), ALL IN COOK COUNTY, ILLINOIS.

plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

- Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
- A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

- Commercial
- Construction
- Personal

SIGNATURES: *Douglas K. Ball*
Douglas K. Ball

Roberta Ball
Roberta Ball

ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook County ss:
The foregoing instrument was acknowledged before me this 29th day of January, 1990
by Douglas K. Ball & Roberta Ball

Corporate or Partnership Acknowledgment: of _____ (Name of Corporation or Partnership) on behalf of the corporation or partnership.

My commission expires: April 04, 1993

OFFICIAL SEAL
JANET L. FREDERICKS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 4, 1993

Janet L. Fredericks
(Notary Public)

ILLINOIS

90057838

90057838



1300

DEPT-01 RECORDING 313.00
#05555 TRM 5245 02/02/90 15:55:00
#0367 # 9-0-57838
COOK COUNTY RECORDER

Property of Cook County Recorder

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or my beneficiary will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I am in default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium, or planned unit development.
10. **Authority of Mortgagee to Perform Duties under this Mortgage.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
- Any interest paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your right to later consider, or to later exercise, any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider, or to later exercise, any other remedy.
14. **Joint and Several Liability; Co-signers; Successors and Assigns; Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

COVENANTS

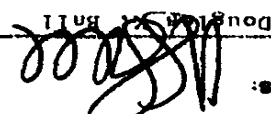
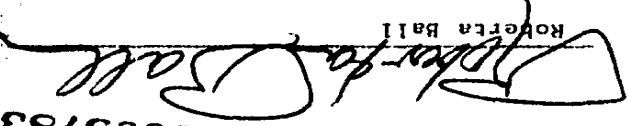
90057838

My Commission Expires April 4, 1993
JANET L. FREDERICKS
OFFICIAL SEAL
CLERK OF COURT
COOK COUNTY, ILLINOIS

UNOFFICIAL COPY

ILLINOIS

ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook
The foregoing instrument was acknowledged before me this 29th day of January, 1990.
by Douglas K Ball & Roberta Ball
of (Name of Corporation or Partnership)
My commission expires: April 04, 1993

SIGNATURES:  Douglas K Ball
 Roberta Ball

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
 Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.
 Two Hundred Thousand and no/100 Dollars (\$ 200,000.00) Dollars is 200,000.00
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: _____
The above obligation is due and payable on January 29, 1991
All amounts owed under this agreement will be secured and will have priority to the same extent as if made on the date this mortgage is executed.
 Revolving credit loan agreement dated 1/29/90 with initial annual interest rate of 11.35%
 Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.
 The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof): _____

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.
TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and located in Cook County, Illinois.

90057838
1125006

Property of Cook County Clerk's Office

UNOFFICIAL COPY

COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction. Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage. Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I am bound only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage. The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated. Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

30057838

DEPT-01 RECORDING \$13.00
 705555 5245 02/02/90 15.55.00
 00367 * 70-057838
 COOK COUNTY RECORDER

30057838



13.00

CCP-MTG-IL BACKSIDE REVISION DATE 11/14/86

MARRIAGE DEED MADE BY DOROTHY W. RYAN AND HENRY B. RYAN, HER HUSBAND, TO WILLIAM W. RICE, JR. AND EVELYN T. RICE, HIS WIFE, DATED JULY 8, 1953 AND RECORDED JULY 29, 1953 AS DOCUMENT 15,031,620, OVER A STRIP OF LAND 20 FEET IN WIDTH, THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, 247.0 FEET WEST OF THE SOUTHWEST CORNER OF THE WEST 902.6 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3 AFORESAID; THENCE NORTH 9 DEGREES, 20 MINUTES EAST, A DISTANCE OF 100.7 FEET; THENCE NORTH 44 DEGREES, 50 MINUTES EAST, A DISTANCE OF 210.3 FEET; THENCE NORTH 6 DEGREES, 54 MINUTES EAST, A DISTANCE OF 191.10 FEET; THENCE NORTH 52 DEGREES 20 MINUTES WEST, A DISTANCE OF 196.0 FEET; THENCE NORTH 71 DEGREES, 40 MINUTES WEST, A DISTANCE OF 56.15 FEET; THENCE NORTH 31 DEGREES, 50 MINUTES WEST, A DISTANCE OF 65.65 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL NO. 1 FOR THE TRACTS OF SAID CENTER LINE, (EXCEPT THAT PART THEREOF FALLING IN OTIS ROAD), ALL IN COOK COUNTY, ILLINOIS.