# UNOFFICIAL COPY....

ETURN TO: Lakonis, nock

Property Address: 2632 S. Wallace St. Chicago II, 60616

P.I.N. 17-28-303-035

THIS IS NOT HOMESTEAD PROPERTY

(Space above this line for recording purposes)

### REAL ESTATE MORTGAGE

To Secure a Loan From LAKESIDE BANK

DATE AND PARTIES. The date of this Real Estate Mertgage (Mertgage) is May 3, 1990, and the parties and their mailing addresses are the following

MORTGAGOR

DALE W. ANSELL

3141 S. SHIELDS AVE CHICAGO, IL. 60616

Social Security #340 -40 husband of Rosemaria Ansell

ROSEMARIE ANSELL

3141 S. SHIELDS AVE CHICAGO, IL 60816 wife of Date W. Ansell

BANK:

LAKESIDE BANK

an ILLINOIS banking corporation 141 W. Jackson Blvd. Suite 1212 Chicago, Illinois 60604 Tax I.D. # 36-2583514 (as Mortgagoo)

- 2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:
- 204 COUNTY CLORA A. a promissory note, No. 3305 (Note) dated May 3, 1990, and executed by DALE W. ANSELL and ROGEMARIE ANSELL (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$90,000.00, and all ixtensions, renewals, modifications or substitutions thereof.
  - all future advances by Bank to Borrower, to Mortgagor, to any one of them on o of them and other and all other obligations referred to in Subparagraph D of this paragraph whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
  - C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property and its value, and any other sums advanced, and expenses incutred by Bank pursuant to this Montgage, plus interest at the same rate provided for in the Note computed on a simple interest method
  - all other obligations, now existing or hoceafter assing, by Bank to Bonower to the extent the taking of the Property (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgago and liabilities as guarantor, endorsor or surely, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and soveral

However, this Mortgage will not secure another debt

- A. If this Mertgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- to the extent that this Mortgage is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221; or
- C. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt
- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, paralogal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or Bank's Interest therein, shall not exceed the sum of \$180,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

Loan No: 3305

Note Amount \$90,000,00

05/03/90 Mortanae

\*\* READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.\*\*

ANSELL.D&R/3

4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage). Mortgager hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgages, the following described property (Property) situated in COOK COUNTY, ILLINOIS:

LOT 14 IN BLOCK "A" WRIGHT'S SUBDIVISION OF NORTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Property may be commonly referred to as 2632 S. WALLACE ST., CHICAGO, IL. 60616 P.I.N. 17-28-303-035

such property not constituting the homostead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment, all landscaping; all extenor and interior improvements, all easements, issues, rights, appurtenances, rents, royallies, oil and gas rights, privileges, proceeds, profits, other minerals, water water rights, and water stock, crops, grass and timber at any lines growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and detend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waiven all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5 INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accuses interest from May 3, 1990, on the unpaid principal belance at the rate of 12% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid belance shall thereafter bear interest at the rate specified in the Note. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall objected to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount is outstanding, universe shall be refunded to Borrower. Interest shall be computed on the basis of a 360-day year and the actual number of days elapso it.

Principal and accrued interest are due and payable in legal U.S. currency in 59 equal monthly payments of \$1,080.16 on the 7th day of each month, beginning June 7, 1990, or the day following if this day is a declared holiday or Bank non-business day. Unless paid prior to maturity, the last scheduled payment which is \$77,611.21 plus all unpaid principal, costs, expenses, advances, and accrued interest shall be due and payable on May 7, 1995, which is the due of maturity. These payment amounts are based upon timely payment of each installment.

- ELENS AND ENCUMBRANCES. Mortgagor warrant i and represents that the Proporty is tree and clear of all linns and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that night result, if unpaid, in the foreclosure, execution or imposition of any liun, claim or encumbrance on or against the Property or any part thored. Mortgagor may in good faith contest any such tion, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from bisconing a lion, claim or encumbrance or to prevent its foreclosure or execution.
- 7 EVENTS OF DEFAULT. Mortgager shall be in default upon the occurrence of any of the following events, arcumutances or conditions (Events of Default are.
  - A. Failure by any person obligated on the Obligations to make payment when due thereunder, or
  - B. A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other lean agreement, and security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing. If guarantying, securing or otherwise relating to the Obligations; or
  - C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes talse or incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surely or guaranter of the Obligations; or
  - D. Failure to obtain or maintain the insurance coverages required by Bank, or insurt nce as proper for the Collatoral,
  - E The death, dissolution or insolvency of, the appointment of a receiver by or on the shell of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the common under any present or future fuderal or state insolvency, bankruptcy, reorganization, composition or debter relief law by or against, vortgager, Bottower, or any one of them, or any co-signer, endorser, surely or quaranter of the Obligations; or
  - F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any longeror, endersor, surely or guaranter, that the prospect of any payment is impaired or that the Property or Collateral is impaired, or
  - G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or each with or or before its due date; or
  - H. A material adverse change in Mortgagor's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or Collateral or repayment of the Obligations; or
  - A transfer of a substantial part of Mortgagor's money or property; or
  - J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".
- 8. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.
- DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or self, of the property or any portion thereof, by Mortgagor. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer, sale or contract to transfer or self shall not be deemed a warver or estopped of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise. Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records, the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid.

in the preceding paragraph, the term "Property" also includes any interest to all or any part of the Property, the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outlight sale, deed, installment contract sale, land

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contract, contract for doed, leasohold interest with a term greater than three years, lease-option contract or any other method of conveyance of the Property interests, the term "interest" includes, whether legal or equitable, any right, fille, interest, lien, chaim, uncumbrance or proprietary right, choate or inchoate, any of which is superior to the lien created by this Mortgage

- POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgages in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor heraby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits anising therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for pay costs of needed repairs and for any other expenses relating to the Property or the fereclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations
- PROPERTY OBLIGATIONS Mortgagor shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance promiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof to Bank of such payment(s)
- INSURANCE. Mortgagor shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgagee Clause" which shall name and endorse Bank as mortgagee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 10 days notice before the cancellation, termination or material change in coverage.

If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt Mortgagor shall deliver or car so to deliver evidence of such coverage and copies of all notices and renownly relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so

Mortgagor shall pay the premiunity required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor fails to pay such fromtums. Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made in accordance with the paragraph below entitled "BANK MAY PAY"

- 13. WASTE. Mortgagor shall not alienate or (no mber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its truditional sense and further, specifically includes, but is not limited to, hazardons waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not violate any anu all taws and regulations regarding the use, ownership and occupancy of the Property Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.
- CONDITION OF PROPERTY. As to the Property, Mortgagor shall
  - A. keep all buildings occupied and keep all buildings, structuries and improvements in good repair.
  - retrain from the commission or allowance of any acts of walte, removal, demolition, or impairment of the value of the Property or improvements thereon.
  - C. not cut or remove, or permit to be cut or removed, any wood or tribor from the Property, which culting or removal would adversely affect the value of the Property
  - not permit the Property to become subject to or contaminated by or with we ite.
  - prevent the spread of noxious or damaging woods, preserve and prevent the crosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or to waste, substances, pollulants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Load to Borrower.

- 15 SPECIAL INDEMNIFICATION. Mortgagor agrees to protect, indemnity, defend and hold harmless Fank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including), without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, lines, penalties and expenses (....c)uding, without limitation, reasonable attorneys' fees, cost and expenses incurred in investigating and defending against the assertion of such ha slitter, as such fees, costs and expenses are incurred), of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, with containing the ownership and/or operation of the Property and all activities relating thereto, any knowing or material misrepresentation or material organic of warranty by Morigagor; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the creace or threat of release of hazardous waste, any loss of natural resources including damages to air, surface or ground water, soil and biola; and any private suits or court injunctions.
- 16. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection
- 17 PROTECTION OF BANK'S SECURITY. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor heroby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Proporty.
- COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgager agrees to pay all fees and expenses incurred in connection therewith, including but not limiting the generality thereof, filling fees stonographor loos, witness foos, costs of publication, costs of procuring abstracts of title. Torrons conflicate, foroclosure minutes, title insurance policies, reasonable afformass tixes, paralegal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that lien.

Loan No: 3305

19 CONDEMNATION. In the event all or any part of the Property (including but not limited to any ensement therein) is sought to be taken by private taking or by virtue of the law of eminent domain. Mortgagor will promptly give written notice to Bank of the institution of such procedulings Morigagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of anxiont domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation disch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, charker of grade, or other proceeding shall, at the option of Bank, bu paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagos shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable atterneys' fees and paralegal fees, court costs and other expenses

- OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank in made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank dooms it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action of pioceodings, including but not limited to reasonable attorneys' less, paralogal fees, court costs and all other damages and expenses.
- WAIVER BY MORTGAGOR To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remodes Mortgagor may now have or acquire in the future relating to:
  - homestead;
  - B. exemptions as to the Property:
  - redemption; C
  - D. right of reinstatement;
  - E. appraisoment;
  - marshalling of lions and assets, and
  - statutes of limitations

In addition, redemption by Mortgagor after foreclosic e sale is expressly waived to the extent not prohibited by law.

- PARTIAL FORECLOSURE. In case of default in the playment of the Obligations of in case of payment by Bank of any lax, insurance promium, cost or expense or the filing, imposition or attachment of any lier, addressed or encumbrance. Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Proping or any part thereof on account of such specific default. This Mortgage shall continue as a lion on any of the property not sold on forclosure for surfaceneed balance of the Obligations
- 23. BANK MAY PAY. If Mortgagor fails to pay when due any of the itense the obligated to pay or fails to perform when obligated to perform, Bank may, at its option.
  - A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of boneficial interest senior to that of Barik's lien interest,
  - pay, when due, installments of any real estate tax imposed on the property, or
  - C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indomnify Bank and hold Bank harmless for all the amounts so puid and for Bank's costs and expenses, including reasonable attorneys' tees and paralogal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

### 24 GENERAL PROVISIONS

- TIME IS OF THE ESSENCE. Timo is of the assence in Mortgagor's performance of all duties and obligation's imposed by this Mortgago
- NO WAIVER BY BANK. Bank's course of dealing, or Bank's forboarance from, or delay in, the exercise of any of Bank's rights, remedies, payloges or right to insist upon Mortgagor's strict performance of any provisions contained in thir Mortgagor, or other loan documents, shall not be construed as a warver by Bank, unless any such warver is in writing and is signed by Bank. The ecceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after fore lice ire proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remodies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity
- AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank
- GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by tederal laws and regulations.
- FORUM AND VENUE. In the event of litigation pertaining to this Mortgago, the exclusive forum, vanue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
- SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the
- NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of either gender shall be applicable to both gonders.
- DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Mortgage
- The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for PARAGRAPH HEADINGS convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.

Loan No: 3305

IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed. severable from the remaining previsions and shall in no way affect the enforceability of the remaining previsions nor the validity of this Mortgage

25	ACKNOWLEDGEMENT.	By the signature(s) below, N	nopaphon	acknowledges that	this	Mortgage has	boon	road and	agroud to	and tha	t a copy o
	this Mortgage has been received by the Mortgagor			,,,		- " "			•		,,,

**MORTGAGOR** 

POSEMARIE ANSELL

individually

STATE OF ILLINOIS

COUNTY OF COOK

On this 3 2 day of 1970 1, 1970 1, Control of the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) stoped and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forti-

My commission expires:

OFFICIAL ARLENE J. STILLMAN HOTARY PUBLIC STATE OF ILLINOIS

Cle Cers NOTARY PUBLIC MARKET

STATE OF ILLINOIS

COUNTY OF COOK

On this 3 Enday of 1972 1 19 a notary public, cortify that voluntary act, for the uses and purposes sot forth

My commission expires. Quat 16, 119 1-

SEAL J. STILLMAN NOTARY PUBLIC STATE OF TECHNOLS

} Clack Steller NOTARY PUBLIC

முது இது இது VE ஆகிக்கிலையில் இயிக 1212, Chicago, Illinois 60604. This document was prepared by LAI

Suh. Please return this document after recording to LAKESIDE BANK, 141 W. Jackson Filed. Suite 1212, Chicago, Illinois 60004.

THIS IS THE LAST PAGE OF A 5 PAGE DOCUMENT. NOTHING FOLLOWS