FFICIAL RECORDATION REQUESTS Heritage Bank Tinley Park 17500 Oak Park Avenue Tinley Park, IL 60477 COOK COUNTY IT INC. WHEN RECORDED MAIL TO: Heritage Bank Tinley Park 17500 Oak Park Avenue BOX 233 Tinley Park, IL 60477 **SEND TAX NOTICES TO:** Hertlage Bank Tinley Park 17500 Oak Park Avenue Tinley Park, IL 60477 MORTGAGE

12-52-3380200-L

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17:00

Space above this line is for reconder's use only

THIS MORTGAGE IS TAKED JUNE 1, 1990, between GRAYMORRE LEASING, whose address is 6114 W. 159TH ST., OAK FOREST, IL 60482 (raferred to below as "Grantor"); and Heritage Bank Tinley Park, whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable con Advisation, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all wyer, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits reliting to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of in reliable (the "Real Property"):

LOTS 24,25,28, AND 27 IN THE SUBDIVISION OF BLOCK 4 IN OGDEN AND JONES SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known sa 700 W. MADISON, OAK PARK, IL. The Real Property lax identification number is 16-07-418-018-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lander a Uniform Commercial Code security interest in the Fersonal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness decated below in the Existing Indubtedness section of this Mortgage.

Grantor. The word "Grantor" means GRAYMORRE LEASING. The Grantor is the mortgagor undantitie Mortgage.

Guarantor. The word "Quarantor" means and includes without limitation each and all of the guarantor, sureflee, and accommodation parties in connection with the indebtedness.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lander to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under the Mortgage, together with interest on such amounts as provided in the Mortgage. interest on such amounts as provided in this Mortgage.

ender. The word "Lender" means Heritage Sank Tinley Park, its successors and assigns. The Lander is the mortgages under this Mortgages

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated June 1, 1990, in the original principal amount of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 10.378%. The Note is payable in 60 monthly payments of \$2,143.75. The maturity date of this Mortgage is June 1, 1995.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (Including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property. The words "Real Property" means the property and diga di

without limiteries. og of rust, and all other instruments and occuments, whether now or hereafter agreements, guaranties, security agreements with grantors indebtedness to Lendor. agreements, guaranties, security

Rents. The word "Rents" means all present and future rents, revenues, income, Issues, royalties, profits, and other benefits derived from the Property.

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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Meintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

specific passes, in value. *to the best of our knowledge
"to the best of our knowledge "to the best of our knowledge" "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("BARA"), the He words Materiale Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 8001, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lavide: that: *(a) During the period of Granton's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, dia release or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (I) any use, generation, translacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened itigation or claims of any kind by any person relating to such metters. (c) Except as previously displaced to and acknowledged by Lender in writing. (I) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) ray such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without anitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make propertions and tasts as Lander may deem appropriate to determine compliance of the Property with this section of the Mortgage. Ally inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Granton's due difigence to investigating the Property for hazardous waste. Granton hereby (a) releases and walves any future claims against Lander for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indomnity and hold harmless Lender equilibit any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatered release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Granio. The provisions of this section of the Mortgage, including the obligation to indemnity, shall survive the payment of the Indebtedness and the same was or should have been known to Granio. The provisions of this section of the Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by fire plosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance or commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any simber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lander to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Resilience at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compilance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinalices and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may cor leaf in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so here. Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, it addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than 20 years, issueceptiate servicest, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than fifty percent (50) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and flens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroli taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all illens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided is the following paragraph.

Right'Te Gentest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the iten arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obliges under any surety bond furnished in the contest proceedings.

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Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least lifteen (16) days before any work is commenced, any services are furnished, or any metartels are supplied to the Property, if any mechanic's iten, materialmen's iten, or other iten could be asserted on account of the work, services, or metartels and the cost exceeds \$15,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any colineurance clause, and with a standard mortgages clause in tavor of Lender. Policies shall be written by such insurance comparises and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Granter shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement sure co. \$10,000.00. Lender may make proof of loss if Granter falls to do so within fifteen (15) days of the casualty. Whishey of his Lender has to do so within fifteen (15) days of the casualty. Whishey has his highly left has to do so within fifteen (15) days of the casualty. Whishey has highly left has to do so within fifteen (15) days of the casualty. Whishey has highly left has highly le

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale paid under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing indebtedness described below is in affect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with (the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Londor, how we not more than once a year, Grantor shell furnish to Londor a report on each existing policy of insurance showing: (a) the name of the insure: (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of catermining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Londor, have an independent appraiser satisfactory to Londor determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Nortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deem appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and he payable with any installment payments to become due during either. (i) the form of any applicable insurance policy or. (ii) the remaining form of the Note, or. (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Morroccal also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remades to which Lender may be entitled on account of the default. Any such action by Lander shall not be construed as curing the default so as to bar Lander from any termedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fire an ple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness as all below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mercape, and (b) Grantor has the full right, power, and authority to execute and deliver this Morigage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the life to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under the Morigage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or caused be delivered, to Lender such instruments as Lender may request from time to time to participation.

Compilance With Laws. Grantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws ordinances, and regulations of governmental authorities.

EXISTING INDESTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien ascuring payment of an existing obligation to HERITAGE BANK TINLEY PARK. The existing obligation has a current principal balance of approximately \$600,000.00 and is in the original principal amount of \$600,000.00. Granior expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be oured during any applicable grace period therein, then, at the option of Lender, the indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of frust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any tuture advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase



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in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the in order manner of the process. The net process of the award shall mean the award after payment of all reasonable materials. in seu or concernration, cander may at its election require that as or any portion of the net proceeds of the award of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs and efforts and any increased by five interests in concerning with the condemnation. or me reper or resociation or the Property. The net proceeds of the award shan mean the award after pay and attorneys' less necessarily paid or incurred by Grantor or Lander in connection with the condemnation,

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly notify Lender in writing. stops as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Land as may be represently to centered the action and option the award. Grampy they be the normal action proceeding, but Lendon to be represented in the proceeding by counsel of its own choice, and Grampy will deliver o be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental to

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage is what animal is carried and particular in particular in particular in animal in animal responsibility. Grantor shall reimbures Land Current Taxes, Pees and Charges. Upon request by Lander, Gramor shall execute such documents in addition to this Mortgage is seen as described by Lander to period and continue Lander's lien on the Real Property. Grantor shall reimbures Lander in the Addition of the Real Property. Whitever other action is requested by Lander to period and continue Landers issue on the Heat Property. Gramor shall remourse Landers have described below, together with all expenses incurred in recording, perioding or continuing this Mortgage, including without limit taxes, see accurate perow, regarder with an expenses incurred in recording, persecuing or contained, fees, documentary stamps, and other charges for recording or registering the Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any the indebted has accurred by this Mortgage. (b) a specific tax on Granter which Granter is authorized or required to deduct from payments. Taxes. The lonowing shar constitute taxes to which this section applies: (a) is specific tax upon this type of Montgage of upon as of any included independent on this ame of Montgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments and the Montgage of the Montgage. (b) a fax on this time of Montgage of the indebtedness secured by this type of Mortgage; (c) a fax on this type of Mortgage chargeable against the Lender or the holder of the No. incorporate secured by the type of mornage; (of a tex on the type of mornage charges against the Lander (d) a specific lax on all or any portion of the indebtedness of an payments of principal and interest made by Grantor.

Subsequent Takes, if any tax to which this section applies is enacted subsequent to the date of this Montgage, this event shall have the effect as an average of the section applies is enacted subsequent to the date of the mongage, the event shall halow unless the tax as provided above in the faxe and shed as an average of person (as defined below), and Lander may exercise any or as or its available remedies for an Event or Detault as property and and reach or a sufficient comparate arrance bound or other last as provided above in the Taxes and

section and deposition without (a) pays the tax percent percents surely bond or other security satisfactory to Lender, SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Morigage as a security agreement are a part of

Security Agreement. The instrument of a security agreement to the extent any of the Property constitutes fixtures or other personal and I amount the instrument of a security under the litted Linton Commercial Code as amended from time to time.

properly, and Lender shall have all of the rights of a security agreement to the extent any or the Property constitutes for other personal Lender shall have all of the rights of a secured party under the illinois Uniform Commercial Code as amended from time to time. Security Interest. Upon request by Landy. Grantor shall execute financing statements and take whatever other action is requested by Lander sand paraonal Property. In addition to recording this Moriosco in the real proper periest and continue Lander's security interest in the Rents and Personal Property. In addition to recording this Morigage in the real proper security interest. Upon requested by Lander security interest in the real property of a security interest of the real property. parted and continue Landers security interest in the manual and remonal property. In addition to recording this anongage in the rate property described counterparts, copies of reproductions of the anongage in the rate property and a security interest in national or continuing this account interest. Pecords, Lender may, at any time and without full a suthorization from Grantor, his executed counterparts, copies or reproductions of in the security interests to Grantor and Lander for all expenses incurred in perfecting or continuing the security interests.

Montgage as a manoring statement. Ciramor shall reminutes Lancer for an expenses incurred in personning or communing the security interestable to Lander within three (1) days after research from I ander and at a place reasonably convenient to Grantor and Lander and make Addresses. The making addresses of Grantor (debtor) and Ler der (secured party), from which information concerning the security interest on the Movement may be obtained (each as required by the illinois Uniform Commercial Code), are as stated on the first page of this

pranted by this Mongage may be obtained (each as required by the little/s Uniform Commercial Code), are as stated on the first page of this

FURTHER ASSURANCES: ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this

Further Assurances. At any time, and from time to time, upon request of Lander, Cranter will make, execute and deliver, or will cause to be made associated or delivered to Lander's deciones and when reminested to Lander remarked reflect of FWITTER Assurances. At any time, and from time to time, upon request of Lander, Citation will make, execute and deliver, or will cause to be made, executed or delivered, to Lander's designee, and when requested in Londer, cause to be filled, recorded, refilled, or lander, cause to be filled, recorded, refilled, cause to be filled, recorded, refilled, cause to be filled, recorded, cause to be filled, cause to be filled, cause to be filled, recorded, cause to be filled, cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested to Londer, cause to be filed, recorded, refiled, or its case may be, at such times and in such offices and places as Lender may deam appropriate, any and all such mortgages, continuation statements of further assurance cartification. deeds of trust, security deeds, security agreements, financing statements, continuation statements in order in effectivistic assurance, certification, and other documents as may, in the sole opinion of Lander be necessary or destrable in order in effectiviste continuation of certification. abage of trust, security deeds, security agreements, financing statements, continuation statements. Instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or decirable in order to affect tuste, complete, perfect, continue, or the Related Programme (a) the liens and marginal inference. and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or orested by the Mortgage on the Property, whether now owned or herselfar acquired by Grantor. Unlike prohibited by law or agreed to the contract of the matters related to in this created by the Morgage on the Property, whether now owned or necessar acquired by Grantor, United promising by law or agreed to the name of the matters referred to in this

Altorney-in-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's america. Grantor hereby irrevocably amounts Lander as Grantor's attorney-in-fact for the purpose Alterney-in-Fest. If Grantor fails to do any of the things referred to in the preceding paragraph, Lander may do so for and in the name of discinct and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose opinion, and shing all other things as may be necessary or desirable, in Lander's sole opinion, to Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lander as Grantor's attorney-in-fact for the purpose of making, executing, filing, recording, and doing all other things as may be necessary or desirable, in Lander's sole opinion, to

FULL PERPORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortecase and autiable statements of termination of any financine Mortgage, Lander shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing assistance of the Rante and the Personal Property Will now it permitted by applicable law, any Moragage, Lander anal associate and deriver to Grantor a suitable satisfaction of this Moragage and suitable statements of termination of any mancing statements have been an element to the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any DEFAULT, Each of the following, at the option of Lander, shall constitute an event of default ("Event of Default") under the Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Faiture of Grantor within the time required by this Mongage to make any payment for taxes or insurance, or any

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the sales in the same not have not the same not with mortane. Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Morgage, the Note or in any of the Related Documents. If such a failure is ourable and if Grantor has not been given a notice of a breach of the same provision of this Morgage within the purpose of the same provision of this Morgage. Related Documents. If such a faiture is curable and if Grantor has not been given a notice of a breach of the same provision of this Morigage visualization of the same has faiture. (a) months, if may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice when the faiture within finance (a) dame. (b) If the rever requires more than fitteen (45) visual invariants. within the preceding tweive (12) months, it may be cured (and no Event of Default will have occurred) it Grantor, after Lender sends written notice demanding outs of such failure: (a) cures the failure within litteen (18) days; or (b) if the oute requires more than fitteen (18) days, immediately such as the failure and thereafter construes and compliance all research and recessary steps sufficient to produce demanding ours of such fature: (a) curse the fature within imperi (15) days; or (b) if the ours requires more than imperi (15) days, immediately continues and completes all reasonable and necessary steps sufficient to produce

Systems. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mongage, the Note of the Related Documents is, or at the time made or furnished was, false in any material respect.

insolvency. The insolvency of Gramor, appointment of a receiver for any part of Gramor's property, any assignment for the by the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grant Grantor (it Grantor is an individual) along the state of the state of

Fereclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness of 300% Guarantors dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantors estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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Existing Indebtedness. Default of Grantor under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing item on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtacess. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With tweent to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the lilinois Uniform Comme city Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the not proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use less directly to Lender. If the Rents are collected by Lender, then Grantor knewcably designates Linder as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are nade, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by egent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without bind if permitted by law. Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Granior's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain 2 in dement for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mongage or the Note of available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waiver any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a broach of a provision of this Mortgage shall not or natitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender: to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender chall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the anforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Morigage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be decreed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Morigage. Any party may change its address for notices under this Morigage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any, lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following mecalianapus provisional are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No attention of amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the affection or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous flecal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. Subject to this provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Gramor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage. Where any one or more of the Grantors are corporations or partnerships, it is not necessary for Lender to inquire into the powers of any of the Grantors or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or veildity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Asrigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice of Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of torbearance or extension with next releasing Grantor from the obligations of this Mortgage or ilability under the indebtedness.

Time is of the Essence. The septime essence in the performance of this Mortgage.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtadness secure 5 by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRAYMORRE LEASING ROSER L. WILSON, General	By: Marry F. Wilson Marry F. Vy. SON, General Partner	
This Mortgage prepared by:	James Valete for Heritage Bank Tinley Park 17500 S. Oak Park Ave. Tinley Park IL 60477	- 1
	PARTNERSHIP ACKNOWLEDGMENT	7
STATE OF JUL		,
Conh)) 88	3
be partners or designated agent deed of the partnership, by author	19 % before me, the undersigned Notary Public, personally appeared ROGER L. BAYMORRE LEASING; and MARY F. WILSON, General Partner of GRAYMORRE LEASING, and known to me to a of the partnership that executed the Mortgage and acknowledged the Mortgage to be the free and vokuntary act and brity of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they brigage and in fact executed the Mortgage on behalf of the partnership. **UFFICIAL SLAT Audrey Physical Plants (1997) **OFFICIAL SLAT **UFFICIAL SLAT **UFF	•