FIRST NATIONAL BANK 20900 SOUTH WESTERN AVENUE OLYMPIA FIELDS, IL 60481 90287211

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK 20900 SOUTH WESTERN AVENUE OLYMPIA FIELDS, IL 60481



SEND TAX NOTICES TO:

GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK IN CHICAGO HEIGHTS AS TRUSTEE UNDER TRUST DATED JUNE 15, 1990 WA TRUST NO. 7025 20900 SOUTH WESTERN AVENUE OLYMPIA FIELDS, 12, 30461

DEPT-01 RECORDING \$21.50 T#2222 TRAN 9322 06/18/90 13:50:00 #2481 # *-90-287211 COCK COUNTY RECORDER

90287211

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 15, 1990, between GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL PANK f/k/a FIRST NATIONAL BANK IN CHICAGO HEIGHTS AS TRUSTEE UNDER TRUST DATED JUNE 15, 1030 k/a TRUST NO. 7025, TRUST #7025, whose address is 20900 SOUTH WESTERN AVENUE, OLYMPIA FIELDS, IL 60461 (referred to below as "Grantor"); and FIRST NATIONAL BANK, whose address is 20900 SOUTH WESTERN AVENUE, OLYMPIA FIELDS, IL 60461 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Gran or not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust As when dated June 15, 1990 and known as 7025, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following rescribed real property, together with all existing or subsequently erected or attixed buildings, improvements and fixtures; all easements, rights of vay, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, registies, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

UNIT NUMBER 9 AS DELINEATED ON SURVEY OF THE FOLLWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

OF LOT 1 (EXCEPT THE EAST 20 FEET THEREOF) IN DURNSIDE'S LAKEWOOD ESTATES, A SUBDIVISION OF THE NORTH 33 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIPIT "A" TO DECLARATION MADE BY CORONADO CONSTRUCTION COMPANY, INC., A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21770214 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCE'. (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DECINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

The Real Property or Its address is commonly known as 22649 PLEASANT DRIVE, RICHT(IN PARK, IL 60471. The Real Property tax identification number is 31-33-202-003-1009 VOLUME NO. 180.

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 Lender a Uniform Commercial Code security interest in the Personal 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.

Grantor. The word "Grantor" means GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK I/k/a FIRST NATIONAL BANK IN CHICAGO HEIGHTS AS TRUSTEE UNDER TRUST DATED JUNE 15, 1990 k/a TRUST NO, 7025, Trustee under that certain Trust Agreement dated June 16, 1990 and known as 7025. The Grantor is the mortgagor under this Mortgage.

Guaranter. The word "Guaranter" means and includes without limitation each and all of the guaranters, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and tuture 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 Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means FIRST NATIONAL BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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 15, 1990, in the original principal amount of

\$30,000.00 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 9.750%. The Note is payable in 180 monthly payments of \$317.81. The maturity date of this Mortgage is July 1, 2005.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other saticles 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.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mongage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE HENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS 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 TPE PHOPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, G anter may remain in possession and control of and operate and manage the Property and collect the Ronts from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," in zardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Amorehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, el seq. ("CERCLA"), inc Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Lection 1801, et seq., the Resource Conservation and Recovery Act, 48 U.S.C. Section 8901, et seq., or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's owner hip of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous viaste 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, an ept as previously disclosed to and acknowledged by Lander in writing. (i) any use, generation, manufacture, 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 linguished or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender In writing. (h) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, disr ose (f, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances carefuled above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Londer may deem appropriate to determine compliance of the Property with this section of the Mongage. Any inspections or tests made by Lender shall be in Londer's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Granior or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous wast. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanur or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, panalties, and expenses which Lander 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, manufecture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mongage. Including the obligation to indemnity, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Micros ge and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, 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 timber, 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 Lender 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 Real Property 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.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in affect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified bender 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, in 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 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 three (3) years, lease-option contract, 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. It any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lendar if such exercise is prohibited by lederal law or by illinois law.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll 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 turnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Granter 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, Granter shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Granter 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, Granter shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Granter shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Paynual. 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 notity Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Froperty, if any mechanic's lien, materialmen's iten, or other lien could be asserted on account of the work, services, or materials. Grantor will upon raquist 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. Granter shall produce 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 coinsurance clause, and with a standard mortge ee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Cranter shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminish ad without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Granter shall promptly notify with of any loss or damage to the Property. Lender may make proof of loss if Granter fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. It Lender elects to apply the proceeds to restoration and repair, Granter shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Granter from the proceeds for the reasonable cost of repair or restoration if Granter is not in default hereunder. Any proceeds which nave not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, it any, shall be applied to furnition.

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

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (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 determining that value; and (c) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the clash yellue replacement cost of the Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the bass proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the a must real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rate shall expremiums one month prior to charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may piedge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or piedge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby piedged to further secure the indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Granter fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Granter's behalf may, but shalf not be required to, take any action that Lender deems 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 Granter. 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 be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy 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 fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title 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 this Mortgage, 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 cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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

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

Application of Net Proceeds. It all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lerider may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' less necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to particle at in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will delive or cause to 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 taxes, fees and charges are a part of talk Mortgage:

Current Taxes, Fees and charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's fien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this 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 part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. It any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lordon may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tux before it recurses delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the rights of the rights of a secured party under the rights of the rights

Security interest. Upon request by Lender, Grantor shall execute financing stup, sents and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file concuted counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place constructed to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Illinois Uniform Commercial Code), are as stated on the first page of this Mortgage.

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and cellivered, to Lender or to Lender's designee, and when requested by Lender, cause to the filled, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of furthing assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-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 expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

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

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any fien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Reinled Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sunds written notice

domanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately during our of bush families. (a) colors the failure and thereafter continues and completes all reasonable and necessary steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Morigage, the Note or the

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any hankrunter or insolvency lesse has or explicitly or the dissolution or terrolection of the commencement of any proceeding under any bankrupicy or insolvency laws by or against Grantor, or the dissolution or termination of Crantoria autotoma as a solute harding on the dissolution of termination of the dissolution or termination of the dissolution of the dissolution of termination of the dissolution of the dissolution of termination of the dissolution o Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by tederal law or litinols law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mongage.

Foreclosure, 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

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 Granter to

Events Affecting Quarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lander, and, in doing so, cure the Event of Default. Insecurity. Lander regardably deems itself insecure.

RIGHTS AND REMEDIES ON DESPUT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise

Accelerate indebtedness. Lender shall have the right at its option without notice to Gramor to declare the entire indebtedness immediately due and payable, including any prepayment per lety which Granter would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Liniform Commercial Code.

Collect Rents. Lender shall have the right, without or too to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over pur above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any lenant or other user of the Property to make payments of rent or use fees directly to Lander. If the Rents are collected by Lender, then Grantor inevocably designates Lender as Giantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Granior and to negotiate the same and collect the proceeds. Pryments by tenants or other users to Lender in response to Lender's demand shall be added to the proceeds. satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its

Mortgages in Possession. Lender shall have the right to be placed as fuc igages 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 pre-en/o 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 of receiver may serve without bond if permitted by law. Le year's right to the appointment of a receiver shall enter whether or not the apparent value of the Property exceeds the indebtedness by a substant al amount. Employment by Lender shall not disquality a person from serving as a receiver.

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

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to

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

Sale of the Property. To the extent permitted by applicable law, Granfor hereby waives any and all right to have the property marehalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separate y, i.) 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

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with thet 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 Lander institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover nutrieys reas, expenses, it cannot insulties any suit of action to entire any of the terms of the morningage, centure shall be entired by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of the rights shall become a part of the Indehladrass nevable on demand and shall been interest from the date of expenditure until repeals at the Mote. its rights shall become a part of the Indebledness payable on demand and shall bear interest from the date of expanditure until repaid at the Note as rights arrain recome a part of the intermed payable on demand and arrain bear interest from the date of department of the free for hands and hand supplicable law, Lender's attempts fleet for hands and hand supplicable law, Lender's attempts fleet for hands and hands the hands of the hands are the hands of the hands and hands of the hands are hands and hands of the hands are hands of the hands of the hands are hands of the and legal expenses whether or not there is a lawsuit, including attorneys' less for bankruptcy proceedings (including efforts to modify or vacate and regul expenses within or the line is a revolut memory autority sees to seminately processing process, obtaining title 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.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, 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 deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. 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,

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the

06~15~1990 Loan No 33394-6

UNOFFICIAL COPY

(Continued) 2 8 7 2 1

establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an Irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be prid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Default. Failure of Grantor to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bytaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's Interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure of Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

MISCELLANEOUS P' OV'SIONS. The following miscellaneous provisions 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 Nortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sough to be charged or bound by the alteration or amendment.

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

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

Caption Headings. Caption headings in this florigings 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 curto created by this Mongage 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; Corporate Authority. All obligations of G anter under this Mortgage shall be joint and several, and all references to Granter shall mean each and every Granter. This means that each of the persons signing below is responsible for all obligations in this Mortgage. Where any one or more of the Granters are corporations or partnerships, the net necessary for Lander to inquire into the powers of any of the Granters or of the officers, directors, partners, or agents acting or purporting to acron 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 Mongage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision Invalid or unenforceable 13 to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceable or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mongage in all other respects 1 hall remain valid and enforceable.

Successors and Assigns. 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 Prurioty becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability.

Time is of the Essence. Time is of the essence in the performance of this Morigage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the home sead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Waivers 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 ornission on the part of Lender in exercising any right; etcal 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 such party's right of therwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any 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'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the continuous authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this construent). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained the personal trustee and all of the warranties, indemnities, representations, covenants, undertakings, and agreements and in this Mortgage on the part of Grantor, are revertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be a construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness and under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

GREATBANC TRUST COMPANY AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK FIX/A FIRST NATIONAL BANK IN CHICAGO HEIGHTS AS TRUSTEE UNDER TRUST DATED JUNE 15, 1990 K/A TRUST NO. 7025 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

06-15-1990 Loan No 33394-6

UNOFFICATE COPY

Page 7

GRANTOR:		
GREATBANC TRUST COMPANY AS SUCCESSOR TR	USTEE TO FIRST NATIONAL BANK 1/k/a FIR	ST NATIONAL BANK IN CHICAGO HEIGHTS
AS TRUSTEE UNDER TRUST DATED JUNE 15, 1990 k	/a TRUST NO. 7025	1
- in the second of the second	(Annels)	his math
BRIAN WILSON, TRUST OFFICER	By: Cylinder &	-HUMMUM.
BRIAN WILSON, INUST OFFICER	ANGELA GIANNE! IS,	DAND INUST OFFICEN
	First Block	
This Mortgage prepared by: 7. SomeR	First National Bank	
7 7 0011710	YIIIGUD HEIGhte (Olumnia	
	20900 S. Western Avenue	
A	Olympia Fields, IL 60461	
CORP	ORATE ACKNOWLEDGMENT	
STATE OF)	
) 32	
COUNTY OF CONTRACT	_)	
15th days	, 19 <u>90</u> , before me, the undersigned Notery	fulls somewhite and wort SDIAN WIT CAN
On this day of TRUST OFFICER; and ANGELA GRANNETTI, LAND TE	, 19 / , Delore me, the undersigned notary	PANY AS SUCCESSOR TRUSTEE TO FIRST
NATIONAL BANK 1/k/a FIRST NATIONAL BANK IN C	XHICAGO HEIGHTS AS TRUSTEE UNDER TR	ust dated june 15, 1990 We trust No.
7025, and known to me to be authorized agents of the	corporation that executed the Morigage and ac	knowledged the Morigage to be the free and
voluntary act and deed of the corporation, by authority mentioned, and on oath stated that they are authorized to	s exe sule th's Mortgage and in fact executed the	Mortgage on behalf of the corporation.
1 · /	2.501	S. Western O.F.Sl.
By Maryo &. Luke	Realding at	3. 0000000
Notary Public in and for the State of	commission expires	
		- OFFICIAL STAL
ASER PRO (tm) Ver. 3.10a (c) 1990 CFI Bankers Service Group, Inc. Ali	rights reserved.	MARGO PERKINS ?
	· //,	Notary Public, State of Itinois
		My Commission Expires 3/20/93
		- /
		',0
		U _x
		T'S OFFICE
		C-

Property of Cook County Clerk's Office DESIGNAL STAL MARGO PERKINS Ethica control role company of a



THIS CONDOMINIUM RIDER is made this 15th day of June, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONAL BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

22849 PLEASANT DRIVE, RICHTON PARK, Illinois 80471

The Property Includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

"LAKEWOOD CONDOMINIUM ONE"

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINATION: OVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lendor further covenant and agree as follows:

- A. Condominium Originations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-taws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Condition of Documents.
- B. Hazard insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is set affectory to Lander and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including "for and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Corenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 tr mointain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

in the event of a distribution of hazard insurance proceeds in fleu of restoration or epair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall in paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability insurance. Borrower shall take such actions as may be reasonable to 'naure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable 12 Porrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lander. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
 - (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

EXONERATION CLAUSE IS ATTACHED HERETO AND MADE A PART HEREOR.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the term GREATBANC TRUST COMPANY AS SUCCESSOR TFIRST NATIONAL BANK IN CHICAGO HEIGHTS UNDER TRUST DATED JUNE 15, 1990 K/A TRUST NUMBER 7025.	RUSTEE TO CT	DEM KINDTONIAT DA	NK F/K/A	(Seal)
			BRIAN WILS Trust Of	ON-Bonden ficer
Dog Coop	angel	a Diann	л -)-}- `	
		a premin	ANGELA GIANNE	(Seal)
6 .		Lai	nd Trust Of	ficer
700				
<i>y</i>				
0,5				
Ci				
0/				
	0,			
	45.			•
	9			
		$\mathcal{C}_{\mathcal{C}}$		
		0,		
		Tio		
		0.		•
			150	
		<i>:</i>	C	•
			C	
				G,

90287211

MISCELLANEOUS INSTRUMENTS ENONERATION CLAUSE

that no personal liability or personal resultational paramed by nor shall at any time be asserted or enforcible against the First National Dank in Chicago Heighly or any time be nants, undertakings and agreements herein made on the part of the Trustee while in form herein to the contrary notwithstanding, that each and all of the epresentations, coverepresentations, covenants, undertakings and agreements by the Trustee or for the intended for the purpose of hinding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its not in this instrument contained, either expressed or implied, all such personal liability, if is expressly understood and agreed by and between the parties hereto, anything purporting to be the representations, covenants, undertaking and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal purpose or with the intention of binding said Trustee personally but are made and own right, but solely in the exercise of the powers canferred upon it as such Trustee; and any representations, covenant, undertaking of agreement of the said Trustee, whether or beneficiaries under said Trust Agreement, on account of this instrument or on account of any, being expressly waived and released,

GreatBanc Trust Company is Successor Trustee to: First National Bank in Chicago Heights, Not Individually, but solely as Trustee under Trust No. 7025

Land Trust Offi