

RECORDATION REQUESTED BY

Heritage Bank and Trust Company
12015 S. Western Ave.
Blue Island, IL 60406

90319387

WHEN RECORDED MAIL TO:

Heritage Bank and Trust Company
12015 S. Western Ave.
Blue Island, IL 60406

90319387

SEND TAX NOTICES TO:

West Suburban Bank, as Trustee
2800 South Finley Road
Downers Grove, IL 60645

DEPT-01 RECORDING \$18.00
TR5555 TRAN 0282 07/03/90 14:58:00
#9108 # C *-70-319387
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 10, 1990, between West Suburban Bank, as Trustee, an Illinois Corporation, whose address is 2800 South Finley Road, Downers Grove, IL (referred to below as "Grantor"); and Heritage Bank and Trust Company, whose address is 12015 S. Western Ave., Blue Island, IL 60406 (referred to below as "Lender").
711 S. Western Ave., Lombard, IL 60148

GRANT OF MORTGAGE. For valuable consideration, Grantor 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 Agreement dated March 12, 1982 and known as #2772, mortgages 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 water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, 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"):

Lot 9 in Block 8 in Oliver Salinger and Company's Westdale Gardens, being a Subdivision in the North West fractional Quarter of Section 19, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 1317 South Hamilton, Elmhurst, IL 60126. The Real Property tax identification number is 15-19-108-006.

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.

Borrower. The word "Borrower" means Terry R. Gehling and Patricia R. Gehling.

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

Grantor. The word "Grantor" means West Suburban Bank, as Trustee, Trustee under that certain Trust Agreement dated March 12, 1982 and known as #2772. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, 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 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 Heritage Bank and Trust Company, 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 10, 1990, in the original principal amount of \$35,000.00 from Borrower 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 11.500%. The Note is payable in 60 monthly payments of \$780.88.

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 accessories, 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 premium) 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 Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter

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MORTGAGE

(Continued)

being, insured in connection with Borrower's indebtedness to Lender. The word "Rent" 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 RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTEE UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTEE'S WAIVER. Grantee waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantee, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement of enforcement of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTEE'S REPRESENTATIONS AND WARRANTIES. Grantee warrants that: (a) the mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantee has the full power and authority to enter into this mortgage and to participate in the Property; (c) Grantee has established adequate means of obtaining from Borrower the full amount of the principal and interest due on the mortgage; and (d) Lender has made no representation to Grantee about Borrower's creditworthiness or solvency.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this mortgage, Borrower shall pay to Lender all indebtedness secured by this mortgage as it becomes due, and Borrower and Grantee shall jointly perform all that respective obligations under this mortgage.

POSSESSION AND CONTROL. Lender in default, Grantee may remain in possession and control of and operate and manage the Property and collect the rents from the Property.

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

Remedial Expenses. The terms "hazardous waste," "hazardous materials," "hazardous substances," "deposits," "leakage," and "treated effluent," as used in this mortgage, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, (CERCLA), the Department of Energy and Environmental Administration and Resource Conservation and Recovery Act, 42 U.S.C. (RCRA), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1601, et seq., or other applicable laws, rules, or regulations adopted pursuant to any of the foregoing. Grantee represents and warrants to Lender that: (a) during the term of Grantee's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantee has no knowledge of, or reason to believe, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owner or occupants of the Property or (ii) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person on, under, or about the Property; and (iii) any such activity shall be included in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation, those laws, rules, and regulations described above. Grantee authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with the section of the mortgage. Any inspections or tests shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantee or to any other person. The representations and warranties contained herein are based on Grantee's due diligence in investigating the Property for hazardous waste or substance under any such laws, and (b) Grantee agrees to indemnify and hold Lender harmless against any and all claims, costs, expenses, 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 threatened release occurring prior to Grantee's ownership or interest in the Property, whether or not the same was or should have been known to Grantee. The provisions of this section of the mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of the mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Succession. Where Grantee shall not cause, consent or permit any nuisance nor commit, permit, or suffer any act, omission or commission on or to the Property or any portion of the Property, especially without limitation, Grantee shall 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. Grantee 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 Grantee 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 business and to inspect the Property for purposes of Grantee's compliance with the terms and conditions of the mortgage.

Compliance with Governmental Requirements. Grantee shall comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantee may contact in good faith any such law, ordinance, or regulation and without compromise during any proceeding, including appropriate appeals, so long as Grantee 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 Grantee to post adequate security of a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Preserve. Grantee agrees neither to abandon nor leave unattended the Property. Grantee shall do all things which, in addition to those set forth above in this mortgage, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DEED ON SALE - GRANTOR'S WARRANTS. 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 makes the conveyance of real property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, whether by contract, gift, intestate succession, or otherwise, void, voidable, unenforceable, and of no effect against Lender. A sale or transfer of real property is deemed to include the conveyance of any interest in the Real Property, or any interest in the Real Property, or any other method of conveyance of real property interest, if any grantor is a partnership or partnership interest, or the case may be, of grantor. However, this section shall not be applied to Lender if such interest is provided by federal law or by state law.

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TAXES AND FEES. The following provisions shall apply to the taxes and fees on the Property and on the mortgage thereon:

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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 furnished 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, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. 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 lien 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 obligee under any surety bond furnished in the contest proceedings.

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 Completion. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurance 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 coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies 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 canceled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor 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 reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor 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 Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have 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, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

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 held 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 effect, 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 disposition of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, 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 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 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 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 the Existing Indebtedness section 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 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.

EXISTING INDEBTEDNESS. 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 securing payment of an existing obligation to West Suburban Bank of Downer Grove/Lombard. The existing obligation has a current principal balance of approximately \$40,000.00 and is in the original principal amount of \$50,000.00. Grantor 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 cured during any

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applicable grace period therein, that, at the option of Lender, the indebtedness secured by this mortgage shall become immediately due and payable over the mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. No modification, Grantor that not enter into any agreement with the holder of any mortgage, deed of trust, 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 future advances under any such security agreement relating to the property and a part of this mortgage.

CONDEMNATION. The following provisions relating to condemnation of the property are a part of this mortgage. Application of that procedure. If all or any part of the property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may in its election require that all or any portion of the net proceeds of the award shall be applied to the indebtedness and attorney's fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation. Lender 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 added 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 may be requested by it from time to time to permit such participation. The following provisions relating to governmental taxes, fees and charges are a part of this mortgage.

Current Tax, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to the mortgage and the tax, fee, document, stamp, and other charges for recording or registering the mortgage. Grantor shall reimburse Lender for all taxes, fees, document, stamp, and other charges incurred by the mortgage; (b) a specific tax on Borrower which mortgage chargeable against the Lender or the holder of the mortgage; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower. **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of the mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax; or (b) deposits the tax as provided above in the Tax and Lender Section and deposits with Lender cash or a sufficient amount of money to operate a sweep bond or other security satisfactory to Lender. **Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon the type of mortgage or upon all or any part of the indebtedness secured by the mortgage; (b) a specific tax on Borrower which mortgage chargeable against the Lender or the holder of the mortgage; and (c) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

SECURITY AGREEMENT; FINANCING STATEMENTS. The instrument that contains a security agreement and a right-by-in-fact and a part of the mortgage. **Security Interest.** Upon request by Lender, Grantor shall execute financial statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property, including authorization from Grantor, as evidenced by copies or reproductions of the mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing the security interest available to Lender within three (3) days after receipt of written demand from Lender. **Address.** The mailing address of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by the mortgage may be obtained (each as required by the Uniform Commercial Code), is as stated on the first page of the mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and a right-by-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 deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, Grantor may deem appropriate, recorded, or recorded, as the case may be, at such time and in such office and places as Lender may deem appropriate, any and all such mortgages, deeds or 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 and Borrower under the Note, this mortgage, and the Related Documents, and (b) the laws and security interests created by the mortgage on the property, whether now owned or hereafter acquired by Grantor. Unless provided by law or agreed to in the paragraph. **Attorney-in-Fact.** If Grantor fails 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 each purpose, 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. Lender may do so for and in the name of Grantor under the mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of the mortgage and suitable statements of any financing statement on the existing Lender's security interest in the Real and Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT ON INDEBTEDNESS. Failure of Borrower to make any payment when due on the indebtedness under this mortgage, or failure to comply with the terms of the mortgage, shall constitute an event of default (Event of Default) under this mortgage. **DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default (Event of Default) under this mortgage. **Default on Other Payments.** Failure of Grantor to make any payment when due on the indebtedness under this mortgage, or failure to comply with the terms of the mortgage, shall constitute an event of default (Event of Default) under this mortgage. **Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness under this mortgage, or failure to comply with the terms of the mortgage, shall constitute an event of default (Event of Default) under this mortgage. **Failure to Comply with the Terms of the Mortgage.** Failure of Grantor to make any payment when due on the indebtedness under this mortgage, or failure to comply with the terms of the mortgage, shall constitute an event of default (Event of Default) under this mortgage.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under the mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of the mortgage and suitable statements of any financing statement on the existing Lender's security interest in the Real and Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. **DEFERRED PAYMENT.** Failure of Grantor to make any payment when due on the indebtedness under this mortgage, or failure to comply with the terms of the mortgage, shall constitute an event of default (Event of Default) under this mortgage.

ASSIGNMENT. Grantor shall not assign or otherwise dispose of all or any portion of the property and a part of this mortgage without the prior written consent of Lender. Grantor shall not assign or otherwise dispose of all or any portion of the property and a part of this mortgage without the prior written consent of Lender. Grantor shall not assign or otherwise dispose of all or any portion of the property and a part of this mortgage without the prior written consent of Lender. Grantor shall not assign or otherwise dispose of all or any portion of the property and a part of this mortgage without the prior written consent of Lender.

steps sufficient to produce compliance as soon as reasonably practical.

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

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Mortgage.

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 reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower 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 or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. 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 Lender, and, in doing so, cure the Event of Default.

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 lien 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 Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower 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 Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the 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 fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender 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 made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, 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 bond if permitted by law. Lender'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 disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any 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 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 Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshaled. 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 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 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 or Borrower under this Mortgage after failure of Grantor or Borrower 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 shall 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 enforcement 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. Borrower 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 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 Mortgage 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.

30319307

By: _____ TRUST OFFICER

West Suburban Bank, as Trustee

GRANTOR:

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

GRANTOR'S LIABILITY. The Mortgage is executed by Grantor, not jointly but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor waives any right or claim to the contrary) to execute the mortgage, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless 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 the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest thereon, or any other indebtedness under the Mortgage, or to perform any covenant, agreement, or agreement, or to pay the Note or any interest thereon, or any other indebtedness, it being expressly waived by Lender and by every person now or hereafter claiming any right or security under the Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the debt or debts 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 the Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

Waivers and Consents. Lender shall not be deemed to have waived any rights under the Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No oral or written waiver, or any other provision of the Mortgage shall operate as a waiver of such right or any other right. A waiver by any party of a provision of the 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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in the Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver 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 indebtedness secured by this Mortgage.

Time is of the Essence. Time is of the essence in the performance of the Mortgage.

Successors and Assigns. Subject to the limitations stated in the Mortgage on transfer of Grantor's interest, the Mortgage shall be binding upon Grantor, without notice to Grantor, may deal with Grantor's successors with reference to the Mortgage and the indebtedness by way of discharge or extension without releasing Grantor from the obligations of the Mortgage or liability under the indebtedness.

Severability. If a court of competent jurisdiction finds any provision of the 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 person or circumstance. If feasible, any such offending provision shall be deemed to be modified to the extent of its invalidity or unenforceability, and the Mortgage shall remain valid and enforceable.

Multiple Parties. All obligations of Grantor and Borrower under the Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in the 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.

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

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

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of the Mortgage:

283613010319381

This Mortgage prepared by:

M. J. [Signature]

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF De Kalb) SS

"OFFICIAL SEAL"
 Carrie Ann MocarSKI
 Notary Public, State of Illinois
 My Commission Expires 10/03/92

On this 10th day of June, 1990, before me, the undersigned Notary Public, personally appeared Patricia A. [Signature], TRUST OFFICER of West Suburban Bank, as Trustee, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its officers or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Carrie Ann MocarSKI Residing at Lombard
 Notary Public in and for the State of Illinois My commission expires 10-3-92

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THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

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