

UNOFFICIAL COPY

1 CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and conditions) the Borrower, the Borrower's heirs, assigns, personal representatives, executors, administrators, trustees, assigns, successors and assigns, jointly and severally, shall execute and deliver to the Bank a deed of conveyance...

2. MAXIMUM OBLIGATION LIMIT. The total principal amount (exclusive of interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including however any sums advanced for the protection of the Property or the Bank's interest therein, shall not exceed the sum of \$22,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amount.

However, this Mortgage will not secure another debt: A. if the Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or B. if Bank fails to make any disclosure of the existence of the Mortgage required by law for such other debt.

3. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following: A. a promissory note, No. (Note) dated July 13, 1990, and executed by JOHN C. STECKER and MARILYN R. STECKER (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$29,215.20, and all extensions, renewals, modifications or substitutions thereof; B. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property and its value, and any other sums advanced and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method; C. all other obligations, now existing or hereafter arising, by Bank to Borrower to the extent the taking of the Property (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's and/or Mortgage's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

4. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is July 13, 1990, and the parties and their mailing addresses are the following:

MORTGAGOR: JOHN C. STECKER, 4510 W. Jean Street, Alsip, Illinois 60858, Social Security # 347-30-0497, husband of Marilyn Stecker, held in joint tenancy with rights of survivorship; MARILYN R. STECKER, 4510 W. Jean Street, Alsip, IL 60858, Social Security # 348-34-4003, wife of John C. Stecker, held in joint tenancy with rights of survivorship; BANK: WORTH BANK & TRUST, an ILLINOIS banking corporation, 6825 W. 111TH STREET, WORTH, ILLINOIS 60402, Tax I.D. # 36-2446555 (an Mortgage).

REAL ESTATE MORTGAGE To Secure a Construction Loan From WORTH BANK & TRUST

(Space above this line for recording purposes)

90341256

AL 228015-CX

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below entitled "DUE ON SALE OR ENCUMBRANCE":

If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagee except as permitted in the paragraph

(1) A transfer of a substantial part of Mortgagee's equity or property or

(2) Failure to pay and provide proof of payment of any tax, assessment, lien, mortgage or other obligation or to pay or to provide proof of the prospect of any payment in respect of that the Property or collateral is required to

(3) A good faith belief by Bank at any time that Bank is insecure with respect to the Property, or any equipment, inventory, security or guarantor, that

(4) A change in ownership, control, management, or guarantor of the Obligations, or

(5) A change in the nature, organization, composition or assets of the Obligations, or

(6) The death, dissolution or insolvency of the Obligations, or

(7) The death, dissolution or insolvency of the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by

(8) Failure to obtain or maintain the insurance coverages required by Bank, or insurance as proper for the Collateral

(9) Obligations, or

(10) Any material impact by or on behalf of Mortgagee, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the

(11) The making or burning of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in

(12) guarantying, securing or otherwise relating to the Obligations, or

(13) security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing,

(14) A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any

(15) (b) (1) The Events of Default and

(b) (2) Failure by any person obligated on the Obligations to make payment when due thereunder, or

EVENTS OF DEFAULT. Mortgagee shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of

default) upon the occurrence of any of the following events, circumstances or conditions (Events of default):

(1) Failure by any person obligated on the Obligations to make payment when due thereunder, or

(2) A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any

(3) security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing,

(4) guarantying, securing or otherwise relating to the Obligations, or

(5) The making or burning of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in

(6) Obligations, or

(7) Failure to obtain or maintain the insurance coverages required by Bank, or insurance as proper for the Collateral

(8) The death, dissolution or insolvency of the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by

(9) A change in the nature, organization, composition or assets of the Obligations, or

(10) A change in ownership, control, management, or guarantor of the Obligations, or

(11) A good faith belief by Bank at any time that Bank is insecure with respect to the Property, or any equipment, inventory, security or guarantor, that

(12) Failure to pay and provide proof of payment of any tax, assessment, lien, mortgage or other obligation or to pay or to provide proof of the prospect of any payment in respect of that the Property or collateral is required to

(13) A transfer of a substantial part of Mortgagee's equity or property or

(14) If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagee except as permitted in the paragraph

below entitled "DUE ON SALE OR ENCUMBRANCE":

ASSIGNMENT OF LEASES AND RENTS. Mortgagee hereby assigns as part of the debt and future leases and rents and covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagee shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance thereof, by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance thereof or in enforcing such performance or compliance, by the tenants (including costs, expenses, attorneys' fees and third-party beneficiary status to any of the loan proceeds

CONSTRUCTION LOAN. This is a construction loan in that the Obligations secured by this Mortgage are incurred in whole or in part for the construction of an improvement on land. Mortgagee acknowledges and agrees that Bank is not trustee for the benefit of the contractor, subcontractor or materialman and that such contractor, subcontractor or materialman do not have equitable liens on the loan proceeds and that they do not have

LIENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagee agrees to pay all claims which do not result from the Property or any part thereof. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note is in the principal amount of \$29,215.20 at the rate of 11.75% per annum (Contract Rate). After maturity or acceleration, unearned interest shall be deducted from the unpaid balance shall thereafter bear interest at the rate of 13.75% per annum, or if less, the maximum allowable rate permitted by law, until the Note is paid in full. In the event that Borrower prepay the loan, or Bank accelerates the maturity of the loan, the Loan and Note shall be construed to be limited to the Maximum Lawful Interest and shall not be construed to contract for an usurious amount of interest. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower. Unless otherwise required by applicable law, all fees and charges, accrued, assessed or collected shall be amortized and prorated over the full term of the Loan for purposes of determining the Maximum Lawful Interest. Interest was certified on the basis of a 360-day year with all full months being equal to 30 days and all days being equal to 1/30th of a month.

Principal and pre-computed interest are due and payable in legal U.S. currency in 60 equal monthly payments of \$486.92 on the 15th day of each month, beginning August 15, 1995, or the day following if this day is a declared holiday or Bank non-business day. Unless paid prior to maturity, all unpaid principal, costs, expenses, advances, and interest are due and payable on July 15, 1995, which is the date of maturity.

and the obligations in this Mortgage, Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK COUNTY, ILLINOIS, Lot 34 in Alsip Howdy Homes Estates West, being a Subdivision of part of the South East quarter of Section 22, Township 37 North, Range 13 East of the Third Principal Meridian and Lots 281 to 296 both, inclusive in Homestead Subdivision in the South West quarter of said Section 22, all in Cook County, Illinois

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

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10. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

11. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell, of the property or any portion thereof, by Mortgage, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;

B. the creation of a purchase money security interest for household appliances;

C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;

D. the granting of a residential interest of three years or less not containing an option to purchase;

E. a transfer to a relative resulting from the death of Mortgage;

F. a transfer whose purpose or children of Mortgage becomes an owner of the Property;

G. a transfer resulting from a division of natural, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of Mortgage becomes an owner of the Property;

H. a transfer into an inter vivos trust in which Mortgage is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or duction to account; or

I. any other transfer or disposition described in regulations prescribed by the Office of Title Supervision on account of which a lender is prohibited from exercising a due-on-sale clause.

In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property, the phrase "sale or transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, real estate contract, and contract for deed, "leased interest" means a term greater than 3 years, lease option contract or any other method of conveyance of the property interest, the term "relative" includes, whether legal or equitable, any right, title, interest, lease, claim, encumbrance or proprietary right, charge or mortgage, any of which is a portion of the lien created by this Mortgage. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including, but not limited to, a new mortgage, an adjustment of the interest rate, a modification in any form of the Note or the Payment Plan, and an alteration in the payment plan. Lapse of time or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or estoppel of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgage notice of acceleration to the address of Mortgage shown in Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgage shall pay the sum declared due. If Mortgage fails to pay such sum prior to the expiration of such period, Bank may, without further notice or demand on Mortgage, invoke any remedies provided on Default.

12. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgage agrees that the Bank shall be entitled to immediate possession of the Property to the extent not prohibited by law, or the court may appoint a receiver thereon. Any monies so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, same expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

13. PROPERTY OBLIGATIONS. Mortgage shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all accounts due on any encumbrances, if any, as they become due. Mortgage shall provide written proof to Bank of such payments.

14. INSURANCE. Mortgage shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with first class insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgage Clause" which shall name and endorse Bank as mortgagee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 30 days' notice before the cancellation, termination or material change in coverage.

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

Mortgage shall pay the premiums required to maintain such insurance in effect and shall take all the steps required for such insurance to remain in force. Mortgage shall pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if so demanded in accordance with the paragraph below entitled "BANK MAY PAY".

15. WASTE. Mortgage shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regulations of natural depreciation, shall keep the Property and all its improvements in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or pollutants, pollutants and/or contaminants. Mortgage shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgage shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

16. CONDITION OF PROPERTY. As to the Property, Mortgage shall:

A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;

B. refrain from the commission or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or improvements thereon;

C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property;

D. not permit the Property to become subject to or contaminated by or with waste;

E. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

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Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest; B. pay, when due, installments of any real estate tax imposed on the property; or C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

25. BANK MAY PAY. If Mortgagee fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:

24. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold or foreclosed for such unpaid balance of the Obligations.

23. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:

22. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made a party or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all attorneys' fees, court costs and all other damages and expenses in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

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

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

20. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limited to the generally thereof, filing fees, stenographer fees, witness fees, costs of publication, costs of procuring abstracts of title, Terms certificate, foreclosure minutes, title insurance policy, reasonable attorneys' fees, legal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that lien.

19. PROTECTION OF BANK'S SECURITY. If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, involuntary, housing or environmental code or law enforcement, or arrangements or arrangements involving a bankruptcy or decedent, then Bank, at Bank's sole option, may make such arrangements, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default and will incur said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.

18. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagee prior notice of any such inspection.

17. SPECIAL INDemnIFICATION. Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and clean-up costs, fines, penalties and expenses (including, without limitation, reasonable attorneys' fees, cost and expense incurred in investigating and defending against the assertion of such liability), as such fees, costs and expenses are incurred (or may be incurred) of any nature whatsoever, which may be established, suffered or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagee, any violation of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or violation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to wet, surface or ground water, soil and biota; and any private suits or court injunctions.

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

16. SPECIAL INDemnIFICATION. Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and clean-up costs, fines, penalties and expenses (including, without limitation, reasonable attorneys' fees, cost and expense incurred in investigating and defending against the assertion of such liability), as such fees, costs and expenses are incurred (or may be incurred) of any nature whatsoever, which may be established, suffered or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagee, any violation of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or violation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to wet, surface or ground water, soil and biota; and any private suits or court injunctions.

15. PROTECTION OF BANK'S SECURITY. If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, involuntary, housing or environmental code or law enforcement, or arrangements or arrangements involving a bankruptcy or decedent, then Bank, at Bank's sole option, may make such arrangements, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default and will incur said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.

14. COLLECTION EXPENSES. In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred in connection therewith, including but not limited to the generally thereof, filing fees, stenographer fees, witness fees, costs of publication, costs of procuring abstracts of title, Terms certificate, foreclosure minutes, title insurance policy, reasonable attorneys' fees, legal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that lien.

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

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

22. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made a party or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all attorneys' fees, court costs and all other damages and expenses in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

23. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:

24. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold or foreclosed for such unpaid balance of the Obligations.

25. BANK MAY PAY. If Mortgagee fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:

A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest; B. pay, when due, installments of any real estate tax imposed on the property; or C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

Loan No. _____

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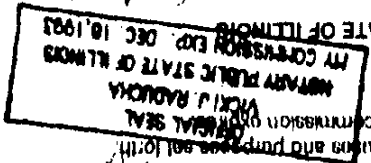
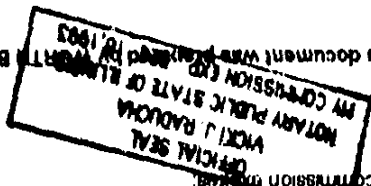
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THIS IS THE LAST PAGE OF A 5 PAGE INSTRUMENT NOTHING FOLLOWS.

Please return this document after recording to NORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

This document was prepared by NORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.



On the day of [blank], 19 [blank], at [blank] County of Cook State of Illinois, I, Vicki Radouka, Notary Public, personally appeared before me the day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the use and purposes set forth.

On the day of [blank], 19 [blank], at [blank] County of Cook State of Illinois, I, Vicki Radouka, Notary Public, personally appeared before me the day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the use and purposes set forth.

[Handwritten signature]

[Handwritten signature]

JOHN C. STECKER
MARILYN R. STECKER
Individually

27. ACKNOWLEDGEMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

26. GENERAL PROVISIONS.
A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, powers or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not constitute a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other default, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
D. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of Illinois, provided that such laws are not otherwise preempted by federal laws and regulations.
E. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
F. SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of either gender shall be applicable to both genders.
H. DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Mortgage.
I. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.
J. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

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

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