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RECORDATION REQUESTED

First American Bank of Kane County 218 West Main Street West Dundee, IL 60118

WHEN RECORDED MAIL TO:

First American Bank of Kane County 218 West Main Street West Dundee, IL 60118

SEND TAX NOTICES TO:

Ronald A. Boomer 718 Hackberry Court Bartlett, IL 60103

90344073

DEFT-91 RECORDING TROM 1865 97/18/99 16/22 T#5555 W-90-344073 COOK COUNTY RECURDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DACED JULY 5, 1990, between Ronald A. Boomer, divorced and not since remarried, whose address is 718 Hackberry Court, Bartlett, IL. 60103 (referred to below as "Grantor"); and First American Bank of Kane County, whose address is 218 West Main Street, West Dundee, IL 60118 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Granter mentgages, warrants, and conveys to Lender all of Granter's right, title, and interest in and to the following described real property, tegether with all existing or subsequently eracted or affixed buildings, improvements and fixtures; all oasements, rights of way, and appurtenances; all victor, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profile relating to the roal property, including without limitation all minerals, oil, gas, goothermal and similar matters, located in Cook County, State of Ill roots (the "Real Property"):

Lot 36 in Walnut Hills, Unit Number 2, being a subdivision of part of the Northwest 1/4 of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, in the Village of Bariett, Cook County, illinois.

The Real Property or its address is commonly known as 718 Hackberry Court, Bartlett, IL. 60103. The Real Property tax Identification number is 08-27-102-004.

Grantor presently assigns to Lunder 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 the Mortgage: Terms not otherwise defined in this Mortgage shall have the meanings attributed to such turms in the Illinois Uniform Commercial Code.

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

Grantor. The word "Grantor" means Ronald A. Boomer, The Granter is the mortgager under the Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the gur anyre, suroties, and accommodation parties is connection with the indebtedness.

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

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

Lender. The word "Londer" means First American Bank of Kane County, its successors and assigns. The Lunder is the mongages under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Granier 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 July 5, 1980, in the original principal amount of \$25,017.00 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 12,000%. The Note is payable in 60 monthly payments of \$558,49.

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

Property. The word "Property" means collectively the Real Property and the Personal Property.

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

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

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

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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE 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 arrounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

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

Duty to 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 forms "hazardous waste," "hazardous substance," "disposal," "release," and "threstened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, of seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1980, Pub. L. No. 99-499 ("SARA"), the Hourd us Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 48 U.S.C. Socilon 6001, of sequer 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 ownership of the Property, there has been no use, generation, manufacture, storage, treatment, dispose, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantor has no knowned a of, or reason to bolleve that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any uso, generalic n, rianutacture, 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 litigation or claims of any kind by any person relating to such metters. (c) Except as previously also losed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property chall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any nuch 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 described above. Granter 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 this section of the Mortgage. An inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligency in investigating the Property for hazardous waste. Grantor hereby (a) releases and walves any future claims against Lender for Indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such taws, and (b) agrees to indemnity and hold harmless Lendor against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a treach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threaten id release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Granter. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the sale of the lien of this Mortgage and shall not be attected by Lender's acquisition of any interest in the Property, whether by for closure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance per commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any 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 Londor. As a condition to the removal of any improvements, Lendor may require Granto, 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 at d conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly 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. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long at Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may recome Grantor to post adequate security or a streety 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 to addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. At 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. If any Granter is a corporation or pertnership, 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 Granter. However, this option shall not be exercised by Londer if such exercise is prohibited by federal law or by lillnois law.

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

Payment. Granter shall pay when due (and in all events prior to delinquency) all taxes, payrell 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. Granter 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 filteen (15) days after the lien arises or, if a lien is filled, within filteen (15) days after Grantor has notice of the filling, secure the discharge of the filen, or if requested by Lender, deposit with Lander cash or a sufficient corporate surety bond or other security satisfactory to Lander 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.

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ાં એક કે કે**ફ્રોફ્રેક્ટર કાર્યું છે.** એક કે કે કે સામાં જ તારો સ્ક્રુપ્ટ **કેરેલાફ્રિક લાક્સ્ટનાં** કરા માટે એક એ સોનું કે સ્કેટ 1. 大小人的《九篇·郑·唐·西·罗· 元·李· 首 11 · * igas ir saldramen amag gibaksa mang kemalana malabasaa berawas matak bash, kebikasai si balai kesibber कर हो प्रशास असी पुरा अवह अन्यासी क्रिकेशन के हैं। यह स्टेक्स असे साम क्रिकेशन की हैं। साम क्रिकेशन के साम क्रिकेशन के समाम क्रिकेशन के स्टेक्स के समाम क्रिकेशन के समाम क्रिकेशन की स्टेक्स के समाम

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

Notice of Construction. Grantor shall notify Lendor at least filteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon request of Londor furnish to Londor advance assurances satisfactory to Lander 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 Morigage,

Maintenance of insurance. Granter shall procure and maintain policies of the 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 insuch form as may be reasonably acceptable to Lender. Granter shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Granter shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Granter falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security in alred, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any ilen affecting the Property, or the regional and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Granter shall-repair or replace the damage or destroyed improvements in a manner satisfactory to Lender. Lender-shall, upon satisfactory proof of such expenditure, pay or reimburse Granter is not in default hereunder. Any proceeds which have not been disburse i 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 mount 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 shell be paid to Granter.

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 need 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 evider cing 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 lost the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indubtedness.

EXPENDITURES BY LENDER. If Granter 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 commonced that would materially affect Lender's interests in the Property, Lender on Granter'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 be a interest at the rate charged under the Note from the date incurred or raid 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 for unable of the remaining form of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. The 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 remaidus 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 remody that it otherwise would have had.

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

Title. Granter warrants that: (a) Granter holds good and marketable title of record to the crownty in tee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Independence section below or in any title insurance policy, little report, or final title opinion issued in favor of, and accepted by, Lender in connection which the Mortgage, and (b) Granter 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 Lander under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the normal party in such the sending, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Clarker 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 Savings of America. The existing obligation has a current principal balance of approximately \$200,000,00 and is in the original principal amount of \$200,000.00. Granter 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 Indebtodness is not made within the time required by the note evidencing such indebtodness, or should a default occur under the instrument securing such indebtodness and not be cured during any applicable grace period therein, then, at the option of Lender, the indebtodness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other accurity 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 without the prior written consent of Lender.

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the not 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' fees 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 Londer in writing, and Grantor shall promptly take such

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steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lander 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 Lander 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 this 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 lien 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. If any tax to which this section applies is enacted subsequent to the date of this Mongage, this event shall have the same effect as an Event of Cefault (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grunto, either (a) pays the tax before it becomes definquent, 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 previsions 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 or other personal property, and Lender chall have all of the rights of a secured party under the illinois Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lander, Granter shall execute financing statements and take whatever other action is requested by Lander to perfect and continue Lender's security intrines in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and whiteir, further authorization from Granter, file executed counterperts, copies or reproductions of this Mortgage as a linancing statement. Granter shall remisure Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Granter shall assemble the Personal Property in a manner and at a place reasonably convenient to Granter 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 previsions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Granier will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and whom requested by Lender, cause to be filed, recorded, refiled, or reflected, as the case may be, at such times and in such offices and places of trust, accurity deeds, security agreements, financing statements, continuous statements, instruments of further assurance, certificates, and other documents as may. In the sole opinion of Lender, be necessary of destrable in order to effectuate, complete, perfect; continue, or preserve (a) the obligations of Granter under the Note, this Mortgage, and the Related Occuments, and (b) the lians and socility interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Creater. Unless prohibited by law or agreed to the contrary by Lender in writing, Granter shall reimburse Lender for all costs and expenses incurred in connection with the matters reteried to in this paragraph.

Attorney-in-Fact. If Grantor tails to do any of the things referred to in the preceding paragraph, Londer may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby inevocably appoints Lander as G. anter's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or der', aut, in Lender's sole opinion, 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 in pouse upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of fermination of any financing statements of fermination of any financing statements of fermination of the specific law, and reasonable termination too 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 Morigage;

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

Default on Other Payments. Fallure of Granior Willin the time required by this Mongage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Compliance Default. Fallure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the

Breaches. Any warranty, representation or statement made or furnished to Londer by or on bohalf of Grantor 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, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of craditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or fermination of Grantor's extence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or illinois law, the death of Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whother 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 Londor written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lendor.

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

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Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent.

Insecurity. Lender reasonably deems itself insecure.

Existing Indebtedness. Delault 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. Lander shall have the right at its option without notice to Granter to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Granter would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Londor 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, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the not proceeds, over and above Lender's costs, against the Indebtedness. In Jurtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use less directly to Lender. If the Rents are collected by Lender, then Grantor irrecipally designates Lender as Grantor's atterney-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 subpalied so the other in person, by agent, or through a receiver.

Mortgages in Possession. Lander 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. We operate the Property preceding to reclear or sale, and to collect the Rents from the Property and apply the proceeds, over and above the corn 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 disquality a person from serving as a receiver.

Judicial Foregleaure. 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. Londer 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 rame dies 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 hereby walves any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be true to sell all or all y 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 contion of the Property.

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

Walver; Election of Ramedies. 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 by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expanditures or take acide the perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Londer's right to declare a default and excellent the mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of in's Mortgags, Londor shall be untitled 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 onforcement of its rights shall become a part of the Indebtodness payable on demand and shall bear interest from the like 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 vacation and until stay or injunction), appeals and any anticipated post-judgment colloction services, the cost of expending records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal less, and title insurance, to the extent permitted by applicable law.

Granter 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 mall 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.

MISCELLANEOUS PROVISIONS. 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 Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

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

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

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon

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and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lander, 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 under the Indebtedness.

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

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all 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 omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MO	rtgage, and grantor agrees to its terms.
GRANTOR:	
V failed tom.	
Honald A. Boomer	
0.	
David Sine, Loan Officer	Washington Company
FirstAmericar, Bank of Kane County	
This Morigage prepared by: 218 W. Main Street,	
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