(Space above this line for recording purposes)

REAL ESTATE MORTGAGE

To Secure a Loan From STATE BANK OF COUNTRYSIDE

(Secured by a First Lien on Real Estate)

DATE AND PARTIES. The date of this Real Exate Mongage (Mongage) is March 20, 1991, and the parties and their mailing addresses are the following:

MORTGAGOR:

STATE BANK OF COUNTRYSIDE, UT/A DA7ED 1-15-87 AKIA TRUST 87-230 AND NOT PERONALLY

BANK

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 6734 Joliet Road Countryside, tlinois 60525 Tax I.D. # 36-2814456 (as Mortgagee) . DEPT-01 RECORDING

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- T#5555 TRAN 8121 04/11/91 12:49:00
- 49638 ¢ E *-91-164781
- COOK COUNTY RECORDER

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 312-466037312 (Note) dated March 20, 1991, and executed by STATE BANK OF COUNTRYSIDE, UTITA DATED 1-15-87 A/K/A TRUST 87-230 AND NOT PERONALLY and MALLOW CONSTRUCTION CO. INC. (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$150,000.00, and as figure sites, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower, to Morigagor, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Morigage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving of clienties protecting the Property of (as hereinatter defined) and its value, and any other sums advanced, and expenses incurred by Bank curround to this Mongage, pluginterest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking (I the Property (as hereinating) defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all as winder made by Bank occidency's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surely, of Borrower to Bank if they or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint, and several.
- E. Borrower's performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any other mortgage, any deed to becure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan.

However, this Mongage will not secure another debt

- A. if Bank tails to make any disclosure of the existence of this Mongage required by law for such other debt.
- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all 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 Bank's interest therein, shall not exceed the sum of \$150,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- 4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mongage), Mongagor hereby bargains, grants, mongages, sells, conveys and warrants to Bank, as Mongages, to tollowing described property (Property) situated in COOK County, ILLINOIS, to-writ:

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SECTION 27 AND THE EAST 1/2 OF THE SOUTH WEST 1A OF SECTION 27, TOWNSRIP 36 HORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS---P.L.N. 27-27-400-003

such property not constituting 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 fintures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, tents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinalter 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. Mongagor 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 pan thereof. Mongagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5. INTEREST AND REPAYMENT OF THE OBUGATIONS. The Note accrues interest from March 20, 1991, on the unpaid principal balance at the rate of 10.5% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall thereafter bear interest at the rate specified in the Note until paid. 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 according to the actuarial method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

All unpaid principal air. accrued interest are due and payable upon demand. Until demand is made, accrued interest is due and payable in 3 quarterly payments on the 20th day of each third month, beginning June 20, 1991, or the day following if the payment day is a Bank holiday or is a non-but tress day for Bank. Unless paid prior to maturity or demand is made, the last scheduled payment (which is estimated to be \$153,981.25) p) is all other unpaid principal, accrued interest, costs and expenses are due and payable on March 20, 1992, which is the date of maturity. Fir amounts shall be paid in legal U.S. currency. Any payment made with a check will constitute payment only when collected.

- 6. LIENS AND ENCUMBRANCES. Moriga or warrants and represents that the Property is tree and clear of all liens and encumbrances whatsoever. Morigagor agrees to pay all claims when the that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or try prul thereof. Morigagor may in good faith contest any such lien, claim or encumbrance by possing any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.
- 7. CORPORATE WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Bank the tollowing warranties and representations which shall be continuing so long as the Obligations remain outstanding.

A. Mortgagor is a corporation which is duly organized and validly existing in the State as represented in the DATE AND PARTIES paragraph above; Mortgagor is in good standing under the law of all States in which Mortgagor transacts business; Mortgagor has the corporate power and authority to own the Property and to carry on the husiness as now being conducted; Mortgagor is qualified to do business in every jurisdiction in which the nature of its business or it is probetly makes such qualification necessary; and Mortgagor is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

3. The execution, delivery and performance of this Agreement Ly Longagor and the borrowing evidenced by the Note: (1) are within the corporate powers of Mortgagor, (2) have been duly authority of by all requisite corporate action; (3) have received all necessary governmental approval; (4) will not violate any provision of law, any order of any court or other agency of government or Mortgagor's Articles of Incorporation or Bylaws; and (5) will not violate any provision of any indenture, agreement or other instrument to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject, including but not limited to any provision prohibiting the creation or imposition of any lien, charge or encumbrance of any unture whatsoever upon any of Mortgagor's property or assets. The Note and this Mortgage when executed and delivered by Mortgag or will constitute the legal, valid and binding obligations of Mortgagor, and those of other obligors named therein, if any, in accordance with their espective terms.

C. All other information, reports, papers and data given to Bank with respect to Mongac's or to others obligated under the terms of this Mongage are accurate and correct in all material respects and complete insofar as complete enessary to give Bank a true and accurate knowledge of the subject matter.

O. Mortgagor has not changed its name within the last 6 years, unless otherwise disclosed in writing other than the trade names or licitious names actually disclosed to Bank prior to execution of this Mortgage, Mortgagor uses no other names, and until the Obligations shall have been paid in full, Mortgagor hereby covenants and agrees to preserve and keep in full force and elect its existing name, corporate existence, rights, tranchises and trade names.

8. ASSIGNMENT OF LEASES AND RENTS. Mongagor hereby absolutely assigns as additional security all present and future leases and rents, issues and profits. Mongagor also 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 Mongagor shall negle that refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' fees and paralogal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mongagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

In addition to the covenants and terms herein contained and not in limitation thereof, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgagor fails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by this Mortgago, any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all leases securities deposited by the tenants and copies of all leases.

- EVENTS OF DEFAULT. Mongagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):
 - A. Failure by any party obligated on the Obligations to make payment when due thereunder, or
 - B. A default or breach under any of the terms of this Morigage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing,

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- C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes take or incorrect in any material respect by or on behalf of Morigagor, Somtwer, or any one of them, or any co-signer, endorser, surely or guarantor of the Obligations; or
- O. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is proper for the Property or Collaboral (as hereinalter defined); or
- E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or latture federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Sonower, or any one of them, or any co-signer, endorser, surely or guarantor of the Obligations; or

F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any cosigner, endorser, surely or guaranter, that the prospect of any payment is impaired or that the Property or Collateral (as hereinatter defined) is impaired; or

G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its one date; or

H. A material adverse change in Mongagor's business, including ownership, management, and financial conditions, which in Sanir's opinion, impairs the Property or Collateral or repayment of the Obligations; or

i. A transfer of a substantial part of Mongagor's money or property, or

- J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled 'DUE ON SALE OR ENCUMBRANCE'.
- 10. REMEDIES ON DEFINIT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become interestialely due and popuble 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, Morigage or Heliae | Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is enabled to all remedies provided by law or equity, wherear or not expressly set locate.
- 11. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the emire balance with all accrued interest on the Obligations to be interestablely due and payable upon the treation of any iten, encumbrance, transfer, sale or contract to transfer or sell the Property, or any portion thereof, by Mongagor. Lapse of time of the acceptance of payments by Bank after such creation of any Sen, encumbrance, transfer, sale of contract to transfer or sell 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, Mc Agrigor notice of acceleration to the address of Mortgagor shown on 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 Mortgagor shall pay the soms declared due. If Mongagor fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mongagor, invoke any remedies permitted on Delault. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are July paid.

In the preceding paragraph, the term "Property" also included an interest to all or any part of the Property; the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than thise years, lease-option contract or any other method of conveyance of the Properly interests; the term "interest" includes, whether legal or equitable, any right, title, interest, fien, claim, encumbrance or proprietary right, choses or inchoste, any of which is superior to the tien created by this Morigage.

- 12. POSSESSION ON FORECLOSURE. It an action is brought to foreclose this \$7.00 page for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Morigagee in possession of the Property to the entert not prohibited by law, or the count may appoint, and Mortgagor hereby consents to such appointment, a receiver to take or sension of the Property and to collect and receive rests and profits arising therefrom. Any moneys 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, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
- 13. PROPERTY OBUGATIONS. Morigagor shall promptly pay all taxes, assessments, levies, water revas, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written procure Bank of such payment(s).
- 14. INSURANCE. Mortgagor shall insure and keep insured the Property against loss by fire, and other lazard casualty and loss, with extended coverage including but not firmled to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Morigagee Clause" and where applicable, "Low Figee Clause", which shall name and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a provision under which the argues shall give Bank at least 10 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 Mongage or to have said Property repaired or rebuilt. Mortgagor 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 Mongagor tails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor fails to 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 no demand is made, in accordance with the paragraph below titled "BANK MAY PAY".

- 15. WASTE Mortgagor 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 regardless of natural depreciation, shall keep the Property and all its improvements at all times 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 toroc waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mongagor 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, Mongagor shall:
 - A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.
 - 8. retrain from the commission or allowance of any acts of waste 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 Mic.

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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.

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

- 17. SPECIAL INDEMNIFICATION. Morgagor agrees to protect, indemnity, 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/or dean-up costs, fines, penalties and expenses, including, without first aton, reasonable attorneys' lees, costs and expenses incurred in investigating and delending against the assertion of such liabilities, as such lees, costs and expenses are incurred, of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without firstation: the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagor; any violations 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 evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and biota; and any private suits or court injunctions.
- 18. INSPECTION BY SANY, 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 regionable efforts to give Montgagor prior notice of any such inspection.
- 19. PROTECTION OF BANKS SCURITY. If Mongagor fails to perform any coverant, obligation or agreement contained in the Note, this Mongage or any loan documents or if any across or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, in overny, housing or environmental code or law enforcement, or arrangements or proceedings involving a baricupt or decedent, then Bank, at Bank's sold option, may make such appearances, disburse such sums, and take such action as is necessary to protect Basik's interest. Mortgagor hereby assig is to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.
- 20. COLLECTION EXPENSES. In the event of any diseast or action by Bank for collection of the Obligations, for protection of the Property or for foredosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stanographer lees, witness lees, costs of publication, fire losure minutes, and other expenses of collecting, entirting and protecting the Property and Obligations. Any such collection expenses shall be affect to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 21. ATTORNEYS' FEES. In the event of any default or action by Sank for collection of the Obligations, for protection of the Property or for foredoscre, Mortgagor agrees to pay reasonable attorneys' lees, paralegal lees and other legal expenses incurred by Bank. Any such reasonable attorneys' lees shall be added to the principal amount of the Obligations, shall accur, in erest at the same rate as the Obligations and shall be secured by this Mortgage.
- 22. CONDEMNATION. In the event all or any part of the Property (including but not femiled to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain. Mongagor will promptly give virtuen notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or a pro-mittion. Montgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment runder the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted to the establishment of any sewer, water, conservation, disch, drainage, or other district relating to or binding upon the Property or any part ther(o). All awards payable for the taking of side to, or possession of, or damage to all or any portion of the Property by reason of any private taking, could invation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are in reby assigned to Bank, and jurgment 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 the iss, assessments, repairs or other items provided for in this Morigage, whether due or not, all in such order and manner as Bank may determine. So it explication or revease shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, by aging or proceeding, Mongagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and praylegal fees, court costs and other expenses.

- 23. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mongage, any loan documents or the existence of any Obligations or in which Bank deems a necessary to appear or answer in order to protect its interests. Mortgagor agrees to pay and to hold Bank harmless for all flabilities, costs and expenses paid or incomed by Bank in such action or proceedings, including but not limited to reasonable attorneys' less, paralogal less, court costs and all other damages and
- 24. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to: 91164781
 - A. homestead;
 - B. exemptions as to the Property;
 - C. redemption:
 - O. right of reinstatement;
 - E. appraisement;
 - F. marshalling of liens and assets; and
 - G. statutes of arritations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

25. 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 Mongage shall

Mortgage **MALLOW CONST**

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continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obic.

- 25. BANK MAY PAY. If Mortgagor 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 mongage 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.

Mortgagor 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.

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 lien and shall be secured by this Mongage, having the benefit of the lien. and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

27. GENERAL PROVISIONS.

- A. TIME IS OF THE ESSENCE. Time is of the essence in Mongagor's performance of all duties and obligations imposed by this Mongage.
- B. NO WAIVER P/ BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mongagor's strict performance of any provisions contained in this Mongage, or other loan documents. shall not be corum ed as 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 of partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a veries 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 recibit prompt payment when due of all other remaining sums due under the Obligations, nor will a cure or waive any default not completely curuld any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due dank under the Note, this Mongage, other loan documents, the law or equity.
- C. AMENDMENT. The provision, contained in this Mongage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. GCVERNING LAW. This Mongage of all 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 initiation pertaining to this Mongage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in, writing by Bank or otherwise required by law.
- F. SUCCESSORS. This Montgage shall inute to the benefit of and bind the heirs, personal representatives, successors and assigns of the
- G. NUMBER AND GENDER. Whenever used, the single, shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- H. DEFINITIONS. The terms used in this Mongage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Monay Spa.
- 1. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Montgage are for convenience only and shall not be dispositive in interpreting or cor struct this Mongage or any part thereof.
- J. IF HELD UNENFORCEABLE. It 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 validay of this Mortgage.
- K. CHANGE IN APPLICATION. Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information.
- L. NOTICE. All notices under this Mongage must be in writing. Any notice given or Pank to Mongagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States mail, postupe prepaid, addressed to Mortgagor at the address indicated below Mongagor's name on page one of this Mongage. Any notice given by Mongagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of this Mongage | Such addresses may be changed by written notice to the other party.
- M. FILING AS FINANCING STATEMENT. Mortgagor agrees and acknowledges that this Mortgago also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Unito m Commercial Code. A carbon, photographic or other reproduction of the Mongage is sufficient as a financing statement.
- 28. ACKNOWLEDGMENT. By the signature(s) below, Mongagor acknowledges that this Mongage has been read and agreed to and that a copy of this Mongage has been received by the Mongagor.

This water is executed by State State of County MORTGAGOR	l:
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ALLITAN FRANKSKATION CLAUSE

NK OF COUNTRYSIDE, WT/A DATED 1-15-87 ST 87-230 AND NOT PERONALLY

91164781

03/20/91

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

Initials []] , []] PAGE 5

The County Clark's Office

IL-79-090290-2.08

" STATE OF ILLINOIS

COUNTY OF COOK

On this 5 day of CLOSS 1991, I. AND LEA SCHOOL CENTY THE STATE BANK OF COUNTRYSIDE, UTTA DATED 1-15-87 ANNA TRUST 87-230 AND NOT PERONULLY, , a notary public, certify that STATE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and actinowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expire June 27 1993

OFFICIAL STAL ANDREA SCHOEFBRACKER MOTARY FUELIC STATE OF BLIMON MY COMMESSION ETP. BASK 27,1983 andrea Scheue, Lacher

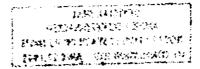
This document was prepared by STATE BANK OF COUNTRYSIDE, 6734 Jollet Road, Countryside, Illinois 60525.

Please return this document after recording to STATE BANK OF COUNTRYSIDE, 6734 Joilet Road, Countryside, Illinois 60525.

Doorty Or Cook County Clerk's Office THIS IS THE LAST PIGE OF A 6 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

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Stocot County Clert's Office



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