

including, but not limited to, disbursement of reasonable attorney fees and

entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with

interest thereon, shall become additional indebtedness of Mortgagee secured

by this Mortgage. Union Mortgage and Mortgagee agree to other terms of

payment, such amounts shall be payable upon Mortgagee's demand and shall

bear interest from the date of disbursement at the rate payable from time to

time on outstanding principal under the Agreement. Nothing contained in this

paragraph 6 shall require Mortgagee to incur any expense or take any action

herefor related to Mortgagee's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct

or consequential, in connection with any condemnation or other taking of the

Property, or part thereof, or for compensation in lieu of condemnation, are

hereby assigned and shall be paid to Mortgagee. In the event of a total taking of

the Property, the proceeds shall be applied to the sums secured by this Mort-

gage, with the excess, if any, paid to Mortgagee. In the event of partial taking of

the Property, that fraction of the proceeds of the award with a numerator equal

to the total of Loans and other amounts secured immediately before the taking,

and a denominator equal to the value of the Property immediately before the

taking, shall be applied to the sums secured by this Mortgage, and the excess

paid to Mortgagee.

9. Mortgagee Not Released. No extension of the time for payment or

modification of any other term of the Agreement or this Mortgage granted by

Mortgagee to any successor in interest of the Mortgagee shall operate to

release, in any manner, the liability of the original Mortgagee and Mortgagee's

successors in interest. Mortgagee shall not be required to commence proceed-

ings against such successor or refuse to extend time for payment or otherwise

modify by reason of any demand made by the original Mortgagee and

Mortgagee's successors in interest.

10. Forebearance by Mortgagee Not a Waiver. Any forbearance by

Mortgagee in exercising any right or remedy under the Agreement, hereunder,

or otherwise afforded by applicable law, shall not be a waiver of or preclude the

exercise of any such right or remedy. The procurement of insurance or the

payment of taxes or other items or charges by Mortgagee shall not be a waiver of

Mortgagee's right to accrete to the sum of the indebtedness secured by this

Mortgage.

11. Successors and Assigns Bound. Joint and Several Liability.

Capital. The covenants and agreements herein contained shall bind, and

the rights hereunder shall inure to, the respective successors and assigns of

Mortgagee and Mortgagee, subject to the provisions of paragraph 16 hereof.

All covenants and agreements of Mortgagee shall be joint and several. The cap-

italization affecting Mortgagee's Right. If enactment or expiration

of applicable laws has the effect of rendering any provision of the Agreement

or this Mortgage unenforceable according to its terms, Mortgagee, at its option,

may require immediate payment in full of all sums secured by this Mortgage and

may invoke any remedies permitted by paragraph 19.

13. Notice. Except for any notice required under applicable law to be given in

another manner, (a) any notice to Mortgagee provided for in this Mortgage shall

3. Charges; Loans. Mortgagee shall pay or cause to be paid all taxes, assess-

ments, and other charges, fines, and impositions attributable to the Property

that may attach a priority over the Mortgagee, leasehold payments or ground

rent, if any, and all payments due under any mortgage disclosed by the title

insurance policy insuring Mortgagee's interest in the Property (the "First

Mortgage"), if any. Upon Mortgagee's request, Mortgagee shall promptly

furnish to Mortgagee receipts evidencing payment of amounts due under this

paragraph. Mortgagee shall promptly discharge any lien that has priority over

this Mortgage, except the lien of the First Mortgage provided, that Mortgagee

shall not be required to discharge any such lien so long as Mortgagee shall agree

in writing to the payment of the obligation secured by such lien in a manner

acceptable to Mortgagee, or shall in good faith contest such lien by, or defend

enforcement of such lien in legal proceedings that operate to prevent the

enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Mortgagee shall keep the improvements now exist-

ing or hereafter erected on the Property insured against loss by fire, hazards

included within the term "extended coverage", and such other hazards as

Mortgagee may require and for such periods as Mortgagee shall determine

such coverage cover. The amount of coverage required to pay the total amount

secured by this Mortgage taking prior liens and co-insurance into account.

The insurance carrier covering the insurance shall be chosen by Mortgagee

and approved by Mortgagee, which approval shall not be unreasonably

withheld. All premiums on such policies shall be paid in a timely manner.

All insurance policies and renewals thereon shall be in form acceptable to

Mortgagee and shall include a standard mortgage loan clause in favor of and in form

acceptable to Mortgagee. Mortgagee shall promptly furnish to Mortgagee all

renewal notices and all receipts for paid premiums on the event of loss. Mortga-

gor shall give prompt notice to the insurance carrier of any loss. Mortgagee

may make proof of loss if not made promptly by Mortgagee.

Union Mortgage and Mortgagee otherwise agree in writing, insurance

provided such restoration or repair is economically feasible and if the security of

this Mortgage is not thereby impaired. If such restoration or repair is not

economically feasible or if the security of this Mortgage would be impaired, the

insurance proceeds shall be applied to the sums secured by this Mortgage.

the excess, if any, paid to Mortgagee. If the Property is abandoned by Mortga-

gor or if Mortgagee fails to respond to Mortgagee within 30 days from the date

notice is mailed by Mortgagee to Mortgagee, then the insurance carrier offers to

write a claim for insurance benefits Mortgagee is authorized to collect and

apply the insurance proceeds at Mortgagee's option either to restoration or

repair of the Property or to the sums secured by this Mortgage.

Union Mortgage and Mortgagee otherwise agree in writing, any such

application or proceeds to principal shall not extend or postpone the date of

the payment due under the Agreement or change the amount of such pay-

ment. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all

rights, title, and interest of Mortgagee in and to any insurance policies and in and

to the proceeds thereof resulting from damage to the Property prior to the sale

or acquisition shall pass to Mortgagee to the extent of the sums secured by this

Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condo-

miniums; Planned Unit Developments. Mortgagee shall keep the Prop-

erty in good repair and shall not commit waste or permit impairment or

deterioration of the Property and shall comply with the provisions of any lease if

the Mortgagee is on a leasehold. If the Mortgagee is on a condominium

or a planned unit development, Mortgagee shall perform all of Mortgagee's

obligations under the declaration or covenant creating or governing the con-

dominium or planned unit development, and constituting documents. If a

condominium or planned unit development is created by Mortgagee and

recorded together with this Mortgage, the covenants and agreements of such

condominium or planned unit development shall be deemed to be incorporated into

and shall be incorporated into and shall amend and supplement the covenants

and agreements of this Mortgage as if the latter were a part hereof.

6. Protection of Mortgagee's Security. If Mortgagee fails to perform

the covenants and agreements contained in this Mortgage, or if any action or

proceeding is commenced that materially affects Mortgagee's interest in the

Property, including but not limited to, any proceeding by or on behalf of a prior

mortgagee, eminent domain, involuntary, code enforcement, or arrangements

option, loans notes to Mortgagee, may make such action as is necessary to protect

Mortgagee's interest.

7. Legation Affecting Mortgagee's Right. If enactment or expiration

of applicable laws has the effect of rendering any provision of the Agreement

or this Mortgage unenforceable according to its terms, Mortgagee, at its option,

may require immediate payment in full of all sums secured by this Mortgage and

may invoke any remedies permitted by paragraph 19.

13. Notice. Except for any notice required under applicable law to be given in

another manner, (a) any notice to Mortgagee provided for in this Mortgage shall

be given by mailing such notice by certified mail addressed to Mortgagee at the

Property Address or at such other address as Mortgagee may designate by

notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall

be given by certified mail, return receipt requested, to Mortgagee's address

stated herein or to such other address as Mortgagee may designate by notice to

Mortgagee as provided herein. Any notice provided for in this Mortgage shall

be deemed to have been received by Mortgagee or Mortgagee's assignee on the

date of mailing of such notice.

NOTARY PUBLIC, STATE OF ILLINOIS
PAMELA J. WINKLE
50 South LaSalle Street
Chicago, Illinois 60675
MY COMMISSION EXPIRES 10/16/95

5-3-91

This Mortgage renews, amends and restates in its entirety the Mortgage dated 5-3-91 and recorded on 5-10-91 as Document Number 3963692, in Cook County, IL. All amounts outstanding under the Mortgage renewed hereby shall be deemed outstanding under and secured by this Mortgage.

NOTARY PUBLIC

[Signature]
of June 29, 1995

My commission expires 10/16/95

Given under my hand and official seal, this day of June 29, 1995, they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

that Stephen M. Wolfe and Regina J. Wolfe, a Notary Public in and for said county and state, do hereby certify appeared before me this day in person, and

State of Illinois
County of Cook

PAMELA J. WINKLE

SS

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17. Revolving Credit Loan. The Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Agreement), and shall secure not only presently existing indebtedness under the Agreement, but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal amount of indebtedness secured hereby (including disbursements that Mortgagee may make under this Mortgage, the Agreement, or any other documents) with respect to (or to) any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursement made for payment of taxes, (or all assessments, or insurance or any other disbursement referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

19. Acceleration; Remedies. Upon Mortgagee's breach of any covenant or agreement of Mortgagee in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding, provided that Mortgagee shall notify Mortgagee at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagee's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Reents; Appointment of Receiver. Mortgagee in Possession. As additional security hereunder, Mortgagee hereby assigns to Mortgagee the rents of the Property, provided that Mortgagee shall, prior to the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagee. Mortgagee shall pay all costs of recordation of the release, if any.

22. Waiver of Homestead. To the extent permitted by law, Mortgagee hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois. See below.

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage.

[Signature] MORTGAGEE
STEPHEN M. WOLFE

[Signature] MORTGAGEE
REGINA J. WOLFE