THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEETDIAN, IN COOK COUNTY, ILLINOIS
TAX NUMBER: 19-22-419-018.

92575530

which has the address of 8352 S. MANSFIELD, BURBANK, ILLINOTS (herein "Property Address"):

Together with all the improvements for or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and ogs rights and profits, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and small a part of the property covered by this Mortgage; and all of the foregoing, together with said property covered by this Mortgage; and all of the foregoing, together with said property covered by this Mortgage; and all of the foregoing.

Borrower covenants that Borrower is fawfully shall of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the tit, to the Property against all claims and demands, subject to any mortgages, decistations, easements or restrictions listed in a schedule of exceptions to cover ge in any title insurance policy insuring Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as friows:

- 1. Psyment of Principal and Interest. Borrower shall promotly pay when due the principal or, interest on the Loans made pursuant to the Agreement, together with any less and charges as provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides othe wise, all payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance made in Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding inder the Agreement.
- 3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assest ments and other charges, fines and impositions altributable to the Property which may attain a priority over this Mortgage, and Isasehold payments or ground leads, if any, including all payments due under any mortgage disclosed by the little insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property provided, that do, to ver shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a sanner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prive it the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on this Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require such amounts and for such periods as Lender may require; provided, that Londer shall not require that the amount of such coverage exceed that amount, of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be form acceptable to Lender and shall include a standard include a standard in region of shall be form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premuims. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair or Plory, ty damaged, provided such restoration or repair is economically leasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically leasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums securically this Mortgage, with the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to colorat and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Elorrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower 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 Lender to the extent of the sums secured by this Mortgage Immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Borrower shall keep the Property 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 this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, the bylaws and regulations of the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 5. Protection of Lander's Security. If Borrower fittis to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgages, eminent demain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable altorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, 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 Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condemnation. The Proceeds of any award or claim for damages, direct or consequential, in damages, with any condemnation or other taking of the Property, or part heriod, or for convenience in feu of contemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial

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taking of the Property, or part hereof, or for conveyance in Neu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a tatal property or partial taking of the Property, the proceed shall be pointed to the symbol could be the transfer of the Property is abandoned by Borrower.

If the Property is abandoned by Borrower, and the transfer of the transfer at Lender's option, either to restoration or repair of the Property or to the sums segured by this Mortgage

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

- 9. Berrower Not Released, Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any menner, the flability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise mostly any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successor⊅ in interest,
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by application law, shall not be a waiver of or preciude the exercise of any such right or remedy. The procurement of insulance or the payment of laxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by this Morrogage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and oursulative to any other right or remedy under this Mortgage or atterd ed by law or equity, and may be exercised concurrently, independently or successively.
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lander and Borrower. All sevenate and agreements of Borrowers shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by malling such notice by cerified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designa by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mall, return receipt requested to Lender's address stat herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for its this Mortgage shall be deemed to have been given to loritimer or Lender when being in the majority designated therein.
- 14. Governing Law; Severabil'.y. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 16. Soyrower's Copy. Borrower shall to fundament a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall accuse not only presently existing indebtedness und the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or othorwise, 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 lime any advance is made. The lien of this Mortouge shalf be valid as to all Indebsedness secured hereby, including future advances, from the time of its tilling 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 or paid balance of indebtness secured hereby (including disbursements which the Lander may make under this Mostgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal , plus interest thereon and / my disbursements made for payment of taxes, special assessments or insurance on amount of \$ ... the Property and interest on such disbursements (all such indebter as a heing hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and excepting solely taxes are an excepting solely taxes and excepting solely taxes are an excepting solely taxes. levied on the Property, to the extent of the maximum amount secured leveby.
- 17. Termination and Acceleration, Lender at its option may terminate the (valla lifty of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower falls to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower's a tions or inactions adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement turnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, incumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortower (iv) Borrower falls to comply with any covernant or agreement In this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by juries; proceeding, Lender shall be entitled to collect in nuch proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and open, of documentary evidence, abstracts and title reports.
- 18. Transfer of Ownership. If all or any part of the Property or any interest in it is said or transfer red (or if the title to the Property is held by an illinois Land Trust, and a beneficial interest therein is sold or transferred) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by [ and et al. exercise is prohibited by federal law as of the date of this Mortgage.

19. Assignment of Rents; Appointment of Receiver; Lender In Possession. As additional security hereund if, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonn ent of the Property, have the right to collect and retain such rents as they become due and payable.

to. Waiver of Homestead, Borrower hereby waives all right of h		CBİYBI
in Witness Whereof, Borrower has executed this Mortgage.	Druck South	
COOK COUNTY RECORDER + 4-92-57530	BRUCE R. SMITH Type or Print Name	TOWO
. 1\$3333 TRAM 1170 08/04/92 15130:1	Harris Wood of the March	
State of Illinois 88		
County of <u>Eack</u>	Type or Print Name	TOWN
FRANK OLCHOWKA	, a Notary Public in and for said county and stale, do hereby certi	lly th
	•	in m
BRUCE R. SMITH + Descent Smith	H personally known	100
	to the foregoing instrument, appeared before me this day in person and acknowle	-
to be the same person(s) whose name(s) subscribed to that signed and delivered the said instrument	to the foregoing instrument, appeared before me this day in person and acknowled as a free and voluntary act, for the uses and purposes therein se	egbei
to be the same person(s) whose name(s) subscribed to that he signed and delivered the said instruments.	to the foregoing instrument, appeared before me this day in person and acknowled as a free and voluntary act, for the uses and purposes therein se	iedg:

Prepared by and return to L. THOMAS 4901 N. IRVING PR. RD., CHGO, ILL. 60641

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