



## MORTGAGE

"LENDKR"

GRANTOR

ADDRESS

IL

50008

James R. NeCarthy B. Jayne McCarthy Jayne

Shagbark Road

Rolling Headows,

BORROWER

James R. McCarth McCarthy Jayne

ADDRESS

Shagbark Road

60008 IL

Rolling Meadows,

1. GRANT. For good and valuable consideration. Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and Incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenies and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, tabilities, obligations and covergants (cumulatively "Obligations") to Lender pursuant to:

(a) this Morroson and the ollowing growing governors and other agreements:

In this later finds on a property by the property is trained and a present and a present a prese							
INTEREST RATE	PHY SIPAL AMOUNTY CERT LIMIT	AGREEMENT DATE	BAYURTY	COST GREEK	MOMBRI EQNE		
VARIABLE	¢/7,500.00	09/21/92	09/25/97	DEPT-01 RECORDING 183333 TRAN 620 \$7755 \$ \$ COOK COUNTY F	6 10/13/92 10:31:00 92-757494		

- (b) all renewals, extensions, amendments, at pullications, replacements or substitutions to any of the foregoing;
- ic) applicable law.
- n. PHRPOSE. This Mortgage and the Obligations descript herein are executed and incurred for consumer purposes.

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- FUTURE ADVANCES. This Mortgage secures the in payment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit users feedibed in paragraph 2. The Mortgago secures not only existing indebtedness, but also secures future advances, with interest thereon, whit ther such side needs on the date of the execution of this the right of an advances were made on the date of the execution of this the right of an advances were made on the date of the execution of this the right of an advances were made on the date of the execution of this the right of an advances were made on the date of the execution of this the right of an advances were made on the date of the execution of this the right of all though there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Modifies under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so set used shall not exceed 200% of the principal amount stated in paragraph 2.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Granton's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, is clading but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
  - 6. REPRESENTATIONS, WARRANTIES AND CIWENANTS. Grantor represents, Persants and covenants to Lender that:
    - (a) Grantor shall maintain the Property free or all liens, security interests, encur ubrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference;
    - (b) Neither Grantor nor, to the best of Grantis's knowledge, any other party has us of generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transport using Plazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Material" shall mean any hazardous waste, toxic substances, or any not commit or permit such access to be taken in the future. The "erm "Hazardous Material" on lut mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental a should including, but not limited to, (i) petroleum; (ii) friable or nontriable asbestos; (iii) polychiorinated bit henyls; (iv) those substances, materials or \$1.35 a designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or fixed pursuant to Section 307 of the Clean Water Act or fixed pursuant to those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Comprehensive Environmental Response of the Materials of the Comprehensive Environmental Response of the Compre similar statute, rule, regulation or ordinance now or hereafter in effect;
    - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Morigage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
    - (d) No action or proceeding is or shall be penoting or threatened which might materially affect the Property; and
    - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other, preement which might materially affect the Property (including, but not limited b), those governing Hazardous Materials) or Lender's rights or limited.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN SORROWERS. On sale or transfer to any person without the real property described in Schedule A, or any interest therein, or of all or any beneficial interest the Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at conder's option declare the sums secured by this Mortgage to be immediately five and payable, and Lender may invoke any remedies permitted by the promiseory note or other agreement or by this Mortgage, unless otherwise prohibited by idederal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lander to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender Is authorized to provide oral or written notice of its inferest in the Property to any third party.
- INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the 9. INTERPENDICE WITH LEASES AND OTHER ASHEEMENTS. Gramor shall not take any action which may cause or permit the termination of the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any montes payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDESTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party findling, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default axists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the propayment of any indebtedness or the payment of any instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this payments in a sum of any damages resulting therefrom.
- 11. USE AND MAINTENANCE OF PROPERTY. Granter shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any wasts to be committed with respect to the Property. Grantor shall use the Property activity in correspondence with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lander's prior written consent. Without finding the toragoing, all attentions, aciditions and improvements made to the Property shall be subject to the interest belonging to Lander, shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole suppress.

- 12. LOSS OR DAMAGE. Grantor that I have feet in risk of any ioss, thetr destruction or damage. En unit yelly "Loss or Damage") to the Property or any portion thereof from any case whitso were. It has no fit of any Loss or Dimage, transcribed, it the popular points provided property to its previous condition or pay or cause to be paid to Lettoer the decrease in the fair market value on the amended Property.
- 12. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, cofficient, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Landarying applicates discretion. The insurance policies shall name Lander with at least thirty (30) days' writtent hidden tables, pileties are attend or cancelled in any manner. The insurance policies shall name Lander as a mortgages and provide that no sot or envisation of Grantoria any other person shall affect the right of Lander to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lander's other person shall affect the right of Lander to be paid the insurance proceeds to the paid to Lander in the event Grantori table or maintain insurance. Lender (after providing of the Property or required by law) may in its discretion presume appropriate insurance containing a new analyse required participation of the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 85 and sesund-insular shall furnish Lander with evidence of lessurance lessing the required obverse. Lander may sot as attorney-in-fact for Grantor in an advance payable and charge and other may so a standary-in-fact for Grantor in a security assigned, piedged and delivered to Lander may so as attorney-in-fact for Grantor in a standary assigned, piedged and delivered to Lander for further accuring the Obligations in the event of loss, Grantor. Lander shall have the right, at its sole option, to apply such monies toward the Obligations at a special control of the American and Grantor. Lander shall have the right, at its sole option, to apply such monies toward the Obligations at a special control of the American and Grantor. Lander shall have the right, at its sole option, to apply such monies toward the Obligations at a special control of the obligation to required to the obligation to require
- 14. ZONING AND PRIVATE COVERANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private occurants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under say zoning provider, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Creator when not course or person such use or personal courses of the control provisions or private coverants affecting the Property.
- 16. CONDEMMATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemmetricit of similaritialismain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to benefic and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal less) in connection with the condemnation or empire of the Property. In any swell, Grantor shall be obligated to respect the Property.
- 16. LENDER'S RIGHT TO (10) PREMCE OR DEFEND LEGAL ACTIONS. Grants shall immediately provide Lander with written notice of any shilled or threatened action, sult, or other properting affecting the Property. Grants: hereby appoints Lander as its attorney-in-fact to commente, interview is, and defend such autions, suits, or other lands and to compromise or settle any claim or controversy pertaining thereto. Lander shall not be Sable to Grantor for any action, error, miletric. confission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lander for actions described in this paragraph in its own name.
- 17. INDEMNISTICATION. Lender shall not accurate or be responsible for the portermance of any of Grantor's Obligations with respect to the Property under any ofcurraturous. Grantor shall instructed be under and its sharehold instructions, officers, employees and agents harmies from all distins, damages, Sabilities gire having adopting the and hold Lander and its sharehold instruction, officers, employees and agents harmiess from all distins, damages, Sabilities gire having adopting the and hold Lander and its sharehold instructions, suits and other legal proceedings (cumulatively "Claims") particularly for the first fine first to the first three legal sources in the state of the first three is a state of the first three is a state of the state of the
- 16. TAKES AND ASSESSMENTS. Grantor shall pay all taxe and assessments relating to Property when due. Upon the request of Lengts' Charter shall deposit with Lender each month one-twelfth (1/12) of the entire sted annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sols option, to apply the rules so held to pay any taxes or against the Obligations. Any sands applied against the Obligations shall be applied in the reverse order of the due day the sof.
- 18. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. She not shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any analytic complete to these purposes. All of the signatures and information contained for Grantor's books and records shall be genuine, true, additionally, Grantor shall negate the information as Lender may requer, regarding Grantor's final-sall condition or the Property. All information shall be for such periods, shall reflect Grantor's records at such time, and at all the mediand with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all records.
- 20. ESTOPPEL CERTIFICATES. Within teri (10) days after any request by Lender, Grai for a hell differ to Lender, or any Interested transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations, and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
  - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
    - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations of this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

    - to, false statements made by Grantor about Lirantor's income, assets, or any other expense or Grantor at American variables, and the figure of the Company and the Company and the Company and the Property of States or falle to comply with a covenant contained in this Mortgage which adversely affects the Property and not limited to, transfering title to or setting the Property without Lander's consent, falling to meintain in interior or to pay bisses on the Property, allowing at lien sonior to Lander's to result on the Property without Lander's written consent, allowing the froing of the Property intrough eminent domain, allowing the Property to be foreclosed by a lienholder other than Lander, committing wasts of the industry, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to delegate or
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
  - (a) to terminate or suspend further advances or reduce the cradit limit under the promissory notes or agreements evidencing the obligations;

  - (b) to declars the Obligations immediately due and payable in full;
    (c) to collect the outstanding Obligations with or without resorting to judicial process;
    (d) to require Grantor to deliver and make available to Lander any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

  - (a) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
    (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to accure the payment or performance of the Obligations, or the existence of any waste to the Property; (g) to toractore this Mortgage;
    (h) to set-off Grantor's Obligations against any amounts due to Lander including, but not limited to, monies, instruments, and deposit soccurits maintained with Lander; and
  - (ii) to susseline all other rights available to Lander under any other written agreement or applicable is
- Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lander institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which irrigits otherwise be required.
- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Morigage and the cells of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of this Obligations; and then to any third party as provided by law.
- 24. WAINER OF HOMESTEAD AND OTHER RIGHTS. Grantor heraby weives all homestead or other exemptions to which Grantor would otherwise be

.25. COLLECTION COSTS. If Landa cing any right or remedy under this Mortgage. Grantor agrees to pay Lander's reset

- 26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law. Grantor shall immediately reimburse tender for all amounts (including atterneys' feet and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy or Lander under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums that be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts pold by Lander (including attorneys' less and legal expenses), to the extant permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remeining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taxen or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous iten, ascurity interest or encumbrance discharged with funds advanced by Lander regardies of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release the Interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property." 111360
- 32. MODIFICATION ANT WARVER. The modification or walver of any of Granton's Obligations or Lander's rights under this Mortgage must be contained in a writing signed by Lender. Earder may perform any of Granton's Obligations or delay or lail to exemple, apply its rights without causing a walver of those Obligations of following the constitute a walver of any other because. Granton of the Obligations under this biorigage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Granton, third party or the Property.
- 33. SUCCESSORS AND ASSIG.(S) This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receive: or ministratori, personal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY. If any provision of this Murtpape dolates the law or is unenforceable, the rest of the Mortpage shall continue to be valid and enforceable
- 38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS. Granter and Lender agree that time 1/2 the essence. Granter welves presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor into a Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and severas. Grantor thereby waives any that to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any clasted documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents. Al to plated d.
  - 38. ADDITICHAL TERMS.

Grantor acknowledges that Grantor has read, understands, and squees to the terms and conditions of this Mortgage.

Dated: SEPTEMBER 21, 1992

Jacky Mc Carthef

GRANTOR

GRANTOR

State of Olling NOFFICA	state of Contracts
County of	County of Eurish
Marine & Good &	Manuacuf Speck
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that Mines R Mic Cartley	that E Jayne Mc Contra
personally known to me to be the same person whose name	personally known to me to be the same person whose name
this day in person and acknowledged that	subscribed to the foregoing instrument, appeared better in this day in person and actualwedged that
signed, sealed and delivered the said instrument as free	signed, sealed and delivered the said instrument as
and voluntary not, for the uses and purposes herein set forth.	and voluntary act, for the uses and purposes herein sail forth,
Given under my hand and official evel, this day of	Giyan under my hand and official seal, this
September 1992	September 1991
Maineut Byllcht	Notes Public Decks
Commission expires: Marke 10 1995	Commission supres:
OPPICIAL SEAL	Company of the control of the contro
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IN COMP. THOSE EAST. JUNE 18.1972	in Chamber de la A.
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The legal description of the Property is	with a second
THEREOF RECORDED BY THE RECORDE ( )F DEEDS O	P COOK COUNTY, ILLINOIS ON APRIL
14, 1967 AS DOCUMENT WURKER 2010 7 53 AND RE LOT 1 OF LOUGHIOS FARM SUSDIVISION C. TEE M	IORTH 1/2 OF ARCTION 35, TOWNSTIP, AND AND ARCTION
42 NORTH, HANGE 10 HAST OF THE THIRD PRINCE PARCEL 2: HANGNENT FOR THE BENEFIT OF PARC	EL 1 FOR INGRESS AND EGRESS OVER
CLASS A RASSMENT LOCATED ON LOT 36 AS FISIL PLUM GROVE UNIT 2 AND OVER CLASS A EAS GIBET	LOCATED ON LOTE 9, 10, 11, 12,
13 AND 14 AS DISCLOSED BY PLAT OF CREEKS TON UNITS BEING PARTS OF A RESUBDIVISION OF PART	AT PLUM GROVE UNIT 1, BOTH TO OF LOT 1 OF LOUCEIGE FARM 1976 FOLKER BODE BODE -
Bret of the third fullicipal meridian. In co	TOT LOT 1 OF LOUCHION PARM (1976-1976-1996-1996) TOMOSHIP 42 NORTH, RANGE 10 FOUNTY, ILLINOIS AND AS SET
PORTE IN THE DECLARATION MADE BY PIONEER TR CORPORATION OF ILLINOIS, AS TRUSTEE UNDER T	UST PAD SAVINGS MANK, A
1966 AND KNOWN AS TRUST NUMBER 15713 DATED 2, 1967 AS DOCUMENT NUMBER 20154720, ALL IN	JUNE 1 1967 AND RECORDED JUNE

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MORYGAGE DATED 12/22/89 IN THE AMOUNT OF \$187,450.00 IN PAVOR OF THE PLANT CHICAGO SANK OF MOUNT PROSPECT SUBSEQUENTLY ASSIGNED TO MIDWEST MOREGAINS SERVICES, INC.

This instrument was prepared by: Royal American Bank, 1604 Colonial Parkway, Inversess, IL 60647