

RECORDATION REQUESTED BY:

EDGEWOOD BANK
1023 WEST 56TH STREET
COUNTRYSIDE, IL 60525

WHEN RECORDED MAIL TO:

EDGEWOOD BANK
1023 WEST 56TH STREET
COUNTRYSIDE, IL 60525

SEND TAX NOTICES TO:

BANK ONE, LAGRANGE (FKA LAGRANGE STATE BANK)
14 SOUTH LAGRANGE RD
LAGRANGE, IL 60525

92-816002

DEPT-11 RECORD
18555 TRAN 0031 11/02/92 15145100
19263 E #92-816002
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MORTGAGE

THIS MORTGAGE DATED OCTOBER 21, 1992, between BANK ONE, LAGRANGE (FKA LAGRANGE STATE BANK), whose address is 14 SOUTH LAGRANGE RD, LAGRANGE, IL 60525 (referred to below as "Grantor"); and EDGEWOOD BANK, whose address is 1023 WEST 56TH STREET, COUNTRYSIDE, IL 60525 (referred to below as "Lender").

GRANT OF MORTGAGE. For value and consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated June 1, 1977 and known as 4325, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or right of way); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar natural resources located in COOK County, State of Illinois (the "Real Property"):

LOT 20 IN BLOCK 5 IN EDGEWOOD PARK UNIT NO. 2; THE SOUTH 289 FEET OF THAT PART OF LOT 4 IN "SCHOOL TRUSTEE'S SUBDIVISION" IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A NORTH AND SOUTH LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID SECTION 16, WHICH IS 1781.3 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, MEASURED ALONG THE NORTH LINE OF SAID SECTION AND EXTENDED SOUTH TO THE SOUTH LINE OF SAID LOT 4, (EXCEPTING FROM SAID DESCRIBED PART OF LOT 4 THE WEST 30 FEET THEREOF); ALSO THAT PART OF LOT 5 OF "SCHOOL TRUSTEE'S SUBDIVISION" IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A NORTH AND SOUTH LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID SECTION 16, WHICH IS 1781.3 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, MEASURED ALONG THE NORTH LINE OF SAID SECTION AND EXTENDED SOUTH TO SOUTH LINE OF SAID LOT 5, (EXCEPTING FROM SAID DESCRIBED PART OF LOT 5, THE WEST 30 FEET THEREOF AND THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF 59TH STREET), ACCORDING TO PLAN THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 8, 1957, AS DOCUMENT NUMBER 1768106.

The Real Property or its address is commonly known as 6711 LONGVIEW DRIVE, COUNTRYSIDE, IL 60525. The Real Property tax identification number is 18-16-108-013.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property, in addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS: The following words shall have the following meanings when used in this Mortgage. Terms not herein defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amount shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated October 21, 1992, between Lender and Grantor with a credit limit of \$30,000.00, together with all renewals of, extensions of, modifications of, amendments of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is October 21, 1999. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 0.500 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

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

Grantor. The word "Grantor" means, Trustee under that certain Trust Agreement dated June 1, 1977 and known as 4325. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents.

Lender. The word "Lender" means EDGEWOOD BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

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

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

Equity Title
415 N. LaSalle/Suite 402
Chicago, IL 60610

62133157

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Maintenance of Insurance. Grantor shall procure and maintain in force and full force...
Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced...
Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments...

Taxes and Fees. The following provisions relating to the taxes and fees on the Property are a part of this Mortgage...
Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall on all other acts...

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations...
Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times...

Removal of Improvements. Grantor shall not demolish or remove any improvement on the Real Property without the prior written consent...
Nuisance. Grantor shall not cause, conduct or permit any nuisance, conduct or permit, or suffer any striping or waste on or to the...

Release of Liabilities. Grantor shall release, defend, hold harmless and indemnify Lender, its agents and representatives...
Grantor's Representations. Grantor represents and warrants to Lender that the information provided in this Mortgage...

Grantor's Representations (continued). Grantor represents and warrants to Lender that the information provided in this Mortgage...
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coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under the Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. As such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

Title. Grantor warrants that: (a) Grantor holds good, marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, or accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the indebtedness may be second and inferior to the lien securing payment of an existing obligation with an account number of 311600014 to MID AMERICA FEDERAL SAVINGS AND LOAN described as: MORTGAGE DATED JUNE 14, 1977 AND FILED JULY 8, 1977 AS DOCUMENT NO. LR2950342. The existing obligation has a current principal balance of approximately \$36,300.00 and is in the original principal amount of \$64,800.00. The obligator has the following payment terms: MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings, or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award or applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it

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Application Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois. Capital headings in this Mortgage and the provisions of this Mortgage are to be used to interpret or define the provisions of this Mortgage.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

NOTICES TO GRANOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Granor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices or foreclosures from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address as shown near the beginning of this Mortgage. For notice purposes, Granor agrees to keep Lender informed at all times of Granor's current address.

Waiver; Election of Remedies. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by or for to purchase any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Granor under this Mortgage after failure of Granor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorney's Fees; Expenses. Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees, at that and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate of the indebtedness. Expenses covered by this paragraph include, without limitation, reasonable attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining reports (including foreclosure reports), surveys, reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Granor also will pay any court costs, in addition to all other sums provided by law.

Other Remedies. Lender shall have all other rights and remedies provided by the Mortgage or the Credit Agreement or available at law or in equity. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Lender shall be permitted to exercise its rights and remedies, including its rights and remedies, under this Mortgage, and shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall give Granor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. However, the notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by or for to purchase any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Granor under this Mortgage after failure of Granor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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

RIGHTS AND REMEDIES ON DEFEULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Granor commits fraud or as a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Granor's income, assets, liabilities, or any other aspects of Granor's financial condition. (b) Granor does not meet the repayment terms of the credit line account. (c) Granor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destruction of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurance and attorney-in-fact are a part of this Mortgage.

Addresses. The mailing addresses of Granor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (such as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

available to Lender within three (3) days after receipt of written demand from Lender.

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

Multiple Parties; Corporate Authority. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

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

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Credit Agreement shall be construed as creating any liability on the part of Grantor personally to pay the Credit Agreement or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Credit Agreement and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Credit Agreement and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Credit Agreement and herein or by action to enforce the personal liability of any Guarantor.

BANK ONE, LAGRANGE (F/K/A LAGRANGE STATE BANK) ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR:

BANK ONE, LAGRANGE (F/K/A LAGRANGE STATE BANK) as Trustee

By: [Signature]
X, TRUST OFFICER

By: [Signature]
X, SECRETARY, TRUST OFFICER

This Mortgage prepared by: TAMARA P. WEINGART

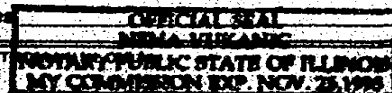
CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 22nd day of October, 1992, before me, the undersigned Notary Public, personally appeared X, TRUST OFFICER; and X, SECRETARY of BANK ONE, LAGRANGE (F/K/A LAGRANGE STATE BANK); and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By [Signature]
Notary Public in and for the State of Illinois

Residing at 14 S. LaGrange Rd. LaGrange, IL 60525
My commission expires



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2009-11-01
2009-11-01

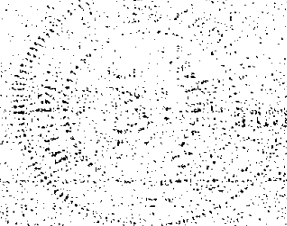
THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2009.

Notary Public in and for the State of Illinois

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2009.



CORPORATE ACKNOWLEDGMENT

I, _____, Secretary of _____, do hereby certify that _____ is duly authorized to execute the foregoing instrument on behalf of the corporation.

STATE OF ILLINOIS
COUNTY OF COOK
NOTARY PUBLIC

20091101

Property of Cook County Clerk's Office