AmericanMidwest Bank and Trust 1630 West Lake Street Metrose Park, IL. 60150

WHEN RECORDED MAIL TO:

American Midwest Bank and Trust 1600 West Lake Street Meirose Park, IL 90160

DEPT-01 RECORDING \$29.00
T\$0010 TRAN 6268 12/02/92 14:26:00
\$2614 \$ \$ 92-903773
CODK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MERICAN IDWESTBANK 17th Avenue at Lake Street Metrose Park, IL 60160

MORTGAGE

THIS MORTGAC'S DATED NOVEMBER 18, 1992, between Ian Cameron and Kay Cameron, his wife, as Joint Tenants, whose survess is 1106 North 7th Avenue, Maywood, IL 60153 (referred to below as "Grantor"); and American Midwest Arak and Trust, whose address is 1600 West Lake Street, Melrose Park, IL 60160 (referred to below as "Lender").

GRANT OF MORTGAGE. For provide consideration, Grantor mortgages, warrants, 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 appurient ices; all water, water rights, watercourses and ditch rights (including stock in utilities with diffich or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

THE NORTH 34 FEET OF 1.07 120 IN SENF'S ADDITION TO MAYWOOD, A SUBDIVISION OF THAT PART LYING WEST OF THE WEST LINE OF 5TH AVENUE IN THE SOUTH 1/2 (EXCEPT THE NORTH 3.38 CHAINS THEREOF) IN THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2 TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1106 North 7th Avenue, Maywood, IL. 60153. The Real Property lax identification number is 15-02-302-018-0000.

Grantor presently assigns to Lender all of Grantor's right, the, 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 meaning: when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the Unifed States of America.

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

Grantor. The word "Grantor" means Ian Cameron and Kay Cameron. 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, foliures, 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 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. In addition to the Note, the word "Indebtedness" includes all obligations, debts and Habilities, plus interest thereon, of Grantor to Lerider, or any one or more of them, as well as all as mine by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent liquidated or unliquidated and whether Grantor may be liable Individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or homester may become barred by any statute of limitations, and whether such Indebtedness may become otherwise unenforce able.

Lander. The word "Lender" means American Vidwest Bank and Trust, its successors and assigns. The Lander is the mortgagee under this Mortgage.

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

Note. The word "Note" means the promissory note or credit agreement dated November 18, 1992, in the original or notepal amount of \$6,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 11.500%. The Note is payable in 60 monthly payments of \$132.87.

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.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mo togages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT ()F RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and tise. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Meintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintain

Property of Coot County Clert's Office

92903773

necessary to preserve its value.

uor pe atracied by i etiders incluistinou at any interest in the Property, whether by toraclost re or otherwise any use; generation, manufiscione, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Provisions of this section of the Montgage, induding the configuration to the section of the Montgage and shall survive the payment of the independences and the satisfaction and reconveyance of the item of this Montgage and shall authority the Independence and the satisfaction and reconveyance of the item of this Montgage and shall authority the Independence and shall survive the payment of the satisfaction and reconveyance of the item of this Montgage and shall authority the Independence and the satisfaction and reconveyance of the item of this Montgage and shall authority the Independence and the satisfaction and shall shall be admitted to the satisfaction and the satisfaction and shall releases and waives any tuture claims against Lender for indemnity or contribution in the event Granfor becomes liable for cleanup or other costs under any auch lews, and (b) agrees to indemnity and hold harmless Lender against any and all claims, losses, itabilities, damages, penelties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this social for the consequence of accounts to the consequence of the Mortgage or as a consequence of expenses. determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warrantees contained herein are based on Grantor's due dilipence in investigating the Property for hazardous waste. Grantor hereby (s) federal, state, and local taws, regulations and ordinances, including without limitation those laws, regulations and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to under, or about the Property; (b) Granfor has no knowledge of, or reason to believe that there has been, except as previously disclosed to end acknowledge of, or reason to believe that it disposal, release, or threatened disposal or an about the bender in writing. (i) any use, generation, menutactive, storage, treatment, disposal or streatment any prior owners or occupants of the Property shall say actual or threatened disposal or streams of any thind by any person relating to such mathers and (c) Except as previously disposal to and acknowledged by Lender in writing. (i) neather sand (c) Except as previously disposal or the property shall be not any store, the property of the Property shall be nearly store, the property and store that the property and the property and the stream of the compliance and ordinary or about the stellar and the compliance and ordinary disposal abouts. Hezerdous Substances. The terms "hezerdous waste," "hazardous substance," "disposel," "rolesse," and "threetened refease," as used in this Modgage, shall have the same meanings as sell forth in the Comprehensive Environments and Resource Compensation, as L. No. 88-499 are asserted to the Section 1901, et seq., the Hezerdous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Heserotree Conserming and Recovery Act, 49 U.S.C. Section 801, et seq., the Heserotree Conserming and Recovery Act, 49 U.S.C. Section 801, et seq., to the transportation Act, 49 U.S.C. Section 1801, et seq., the Heserotree Conserming and Recovery Act, 48 U.S.C. Section 801, et seq., to the transportation Act, 49 U.S.C. Section 1801, et seq., to the transportation Act, 49 U.S.C. Section 1801, et seq., to the property and the statement of the property and transportation Act, 19 Property Act, 49 U.S.C. Section 1801, et seq., to the property and transportation and petroleum by personal property. The term and petroleum by personal transportation transportation and petroleum by personal transportation and transportation and transportation and petroleum and petroleum by personal transportation transportation and the Property, there has been no use, generation, manutacture, storage, transminant, disposal, release or short to believe that there has been as or substance by any person on under, or about the Property; (b) Grandor has no increased to and substance by any person on, under the Property; (b) Grandor has no increased to any any person on, and a bout the Property; (c) Grandor has no increase in the Property; (c) Grandor has an or about the Property; (d) Grandor has no increased to any any person on, and a bout the Property; (d) Grandor has no increased to any any any person or about the Property; (d) Grandor has no increased to any any any person or about the Property; (d) Grandor has no increased to any any any person or about the Property and person of the person of the

Mulsance, Waste. Grates shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion at the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other perty the right or any to it, or, minerals (Including oil and gas), solf, gravel or rock products without the prior written consent of Lender.

Removal of Improven ants Grantor shall not demotish or remove any improvements from the Real Property without the prior shall not demotish to remove any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improve the removal of at least equal value.

Lender's Right to Enter and the agents and representatives may enter upor the Real Property at all tresconable times to attender's interests and to inspect the vicy enty for purposes of Grantor's compilance with the farms and conditions of this Mortgage.

Compliance with Governmental Frequ's menta. Grantor shall promptly comply with all tawe, ordinances, and regulations, now or hereafter in shack, or all governmental activities against the confession and withhold compless of the continuous and property. Grantor may confession and withhold compless of the left any proceeding, including appropriate appeals, so long as Grantor has notified Lender in withing prior to doing so and so long as, in Len left sole opinion, Lender's inferests in the Property are not leopardized. Lender may require Grantor to post adequate security or a surely har of, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Profect. Grentor agrees neither to abandon nor leave unaftended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character, and use of the Property are reasonably necessary to profect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its oc. on, declars immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all of all of the Shall Froperty, or any inherest the conveyance of Real Property or any don't all confisct contract for deed, trasshoid interest which a term greater of any beneal in or to any beneal or or partners with a term greater than three (3) years, or by any or or outsoft of the real troperty interest. It any Grantor is a critical interesting the to the Real Property or by any or or passignment, or by any contract, or by any contract, or by sale, sessignment, or it is any Grantor if a critical interesting the contract or deck than the sale of the sale

EXES AND LIENS. The following provisions relating to the taxes and items or the Poperty are a part of this Mongage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all times, payroit taxes, special taxes, esessments, water charges are desired to the Property, and 4%, income due all claims for work done on or for services charges levised against or on account of the Property, and 4%, income all liens having priority over or equal to the interest of the Property in the Bristing priority over or equal to the interest of the Property in the following paragraph. Grantor shall maintain not die, e. copt for the Existing indepledness retends to below, and except as otherwise provided in the following paragraph.

requested by Lender, deposit with Lender ceah or a sufficient corporate surely bond or ofner security. A sitiatectory to Lender in an amount sufficient corporate surely bond or ofner secure as a result defend in an amount sufficient free for charges that could accrue as a result defend the Property. Gramor shall defend the Property. Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in Joh vector with a good taith dispute over the Chantor shall within filteen within filteen within the Property is not jeopatidized. If a filen acres or is filed and or nonpayment, Grantor shall within filteen within filteen within filteen within filteen within filteen within filteen of the filter of the filter

Evidence of Payment. Grantor shall upon demand furnish to Lander satisfactory invidence of payment of the taxes or assessments and shall and shall the suppropriate governments of the cases ments of the cases ments of the cases ments of the cases ments of the cases of the cases ments of the cases of the case of the cases of the cases of the cases of the cases of the case of the cases of the cases of the cases of the cases of the case of the cases of the cases of the cases of the case of the case of the cases of the cases of the case of the

Notice of Construction. Grantor shall notity Lender at least filteen (15) days before any work is commenced, any covines are furnished, or any materials are supplied to the Property, if any mechanics lien, materials are could be asserted or account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender in materials and the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Morigage.

by the Director of the Federal Emergency Management Agency as a special floor, hazard area, Grantor agrees to obtain and maintain Federal Book hazard area, or the idea and to the toth unpeid principal palance, to the loan, or the maximum limit of coverage that is available, whichever is less. Meintenence of insurance. Grantor shall procure and maintain policies of the insurance with standard coverage endorsements on the floaties with standard coverage endorsement control of any control of any control of any to said to such a spile of a spile

applied to the principal balance of the indebledness. If Lender holds any proceeds utter payment in full of the indebledness, such proceeds shall pay or reimburse Grantor from the proceeds for the nesconable cost of repair or restoration if Grantor is not in detault hereunder. Any proceeds which have not been disbursed within 160 days after their necelpt and which have not been disbursed within 160 days after their necelpt and which have not been disbursed within 160 days after their shall be used first to pay any amount owing to Lender this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be replace the damaged or destroyed improvements in a manner satisfactory to bender. Lander shall, upon satisfactory proof of such expenditure, Application of Proceeds. Grantor shall promptly notity Lender of any loss or camage to the Property if the estimated cost of speciment exceeds \$6,000.00. Lender may make proof of loss if Grantor talls to do so within fitteen (15) days of the casualty. Whether or not Lender may, at its election, apply the proceeds to the indebtodness, payment of any lien affecting the trought in the indebtodness, payment of any lien affecting the trought of interpretation and repair, Grantor shall repair or replication and repair of such a popular in a packer shall upon so the representation and repair of such a popular in a packer shall upon so the representations of a such and a popular and a packer shall upon thought of such a particular and a packer shall upon so the such and a such a packer shall upon thought of such a packer shall upon thought.

Unexpired insurance at Sete. Any unexpired invence abell intra to the parallel of the precises of the Property covered by the Mondagoe at any, trustees sets of contract and any final sets of the property.

Compliance with Existing in settles or other as a Compliance with the compliance with the insurance provisions.

Property of Cook County Clerk's Office

UNOFFICE COPY

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.

EXPENDITURES BY LENDER. If Gra:nor 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 Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand. (b) be added to the balance of the Note 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 Note, or. (c) be treated as a balloon payment which will be due and payable at the Note'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 detault 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 and 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, and 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 ut 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 developed. 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 requestions of governmental authorities.

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

Edating Lien. The Pin of this Mortgage securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly coverants and agrees to profe or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencial such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any includence of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such Indebtedness, or should a default occur under the instrument securing such Indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in during.

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 a livances 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 Proceeding 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 be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with this condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor that promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the twend. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in this 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 with a me to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGET BY GOVERNMENTAL AUTIO PITIES. 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 shull execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's it 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 florting.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific bx 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 out indized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage charges by against the Lender or the holder of the Note; 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 billow), and Lender may exercise any or all of its available repredess 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 socurity satisfactory to Lenk'er.

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

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property consultates fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amende 1 from time to time.

Security interest. Upon request by Lendix, Grantor shall execute financing statements and take whatever other actic 1 it requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Morgage 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 detault, Grantor shall assemble the Fersonal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be inade, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reflect, rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgage deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, carticate and other documents as may, in the solir opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the paragraph.

Attorney-in-Fact. If Grantor talks to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Crantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender what execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Property of Coot County Clert's Office

Default on Indebtedness. Fallure of Grantor tri make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Granfor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, talse in any material respect.

Inactivency. The Insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankrupicy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, Forfatture, etc. Commencement of foreclosure or forfatture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreleture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Existing Indebted ress. A default shall occur under any Existing Indebtedness or under any Instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Events Affecting Guidantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes Incomplent.

insecurity. Lender recognity deems itself insecure.

RIGHTS AND REMEDIES Of THE ALT. 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 righty and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lenzier insit have the right at its option without notice to Granter to declare the entire Indebtedness immediately due and payable, including any prepay rier it pensity which Granter would be required to pay.

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.

Collect Rents. Lender shall have the right, will notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-tact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by lenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are now, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by ager (, o) through a receiver.

Mortgages in Possession. Lender shall have the right of be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to profit and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the procedus, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bould it permitted by law. Lender's right to the apparent value of the Property exceeds the indet ad less by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

sudicial Foreclosure. Lender may obtain a judicial decree foreclosing Confirm's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in the Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby wilves any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be tree to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor 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 discosition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Watver; Election of Remedies. A waiver by any party of a breach 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. Electically by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an or rigation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedia s unless this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as aftorneys' fees, at trial and on any appeal. Whether or not private action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of Lender that or the enforcement of the rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditions until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable time Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuif, including aftorneys' 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 Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, 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 formul written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure 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, Grantor agrees to keep Lender Informed at all times of Grantor's current address.

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

Amendmenta. This Morigage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Morigage. No afteration of or amendment to this Morigage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable 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.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

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 Perties. 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 algring 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.

Property of Coof County Clerk's Office

K.

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.

Watvers 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 to required.

EACH GRANTOR ACKNOWLEDGES HAVING READ TERMS. GRANTOR:	ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO IT
X Jan Cameron	Kay Cameroji
This Mortgage prepared by: Let a Rodin	<u>,</u>
/_ INDI	VIDUAL ACKNOWLEDGMENT
STATE OF THINDIS COUNTY OF COOK] 88
and purposes therein mentioned.	
Given under my hand and official seel this $24 \pm$	to day of November 1990
By Hardi January Notary Public in and for the State of Illinois	Residing at Americantlid west Bunk
	Service Group, Inc. Allrights represent IL-G03 CAMERON.LN G25.OVL)
"OFFICIAL SEAL" HELDI TOMAN Notary Public. State of Illinois My Commission Expires 2/5/95	The Contraction of the Contracti
iny duminosion expires 2/3/35	Q ₄
	4,
• •	· \(\sigma \)
	$O_{\mathcal{L}}$

Property of Cook County Clerk's Office