

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a pre-judgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- (i) to exercise all other rights available to Lender under any other written agreement or applicable law;
- (j) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (k) to foreclose this Mortgage;

- (l) to apply for and obtain, without notice and upon ex parte application, the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (m) to collect all of the rents, issues, and profits from the Property from the date of default through the expiration of the last redemption period following the foreclosure of this Mortgage;
- (n) to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
- (o) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (p) to collect the outstanding Obligations with or without resorting to judicial process;
- (q) to declare the Obligations immediately due and payable in full;
- (r) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

23. 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) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal;
- (b) causes Lender to deem itself insecure in good faith for any reason;
- (c) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- (d) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
- (e) fails to perform any Obligation or covenant to Lender contained in this Mortgage or any other present or future written or oral agreement;
- (f) fails to pay any Obligation to Lender when due;

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;

(b) fails to perform any Obligation or covenant to Lender contained in this Mortgage or any other present or future written or oral agreement;

(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;

(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;

(e) allows the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is illegal;

(f) causes Lender to deem itself insecure in good faith for any reason;

(g) fails to pay any Obligation to Lender when due;

21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee 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 or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor 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 assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall request regarding Grantor's financial condition or the Property. The information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. These amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and informally and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (collectively, "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials) and incur all costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

14. INSURANCE. The Property will be kept insured for its full value against all hazards including loss or damage caused by fire, collision, theft or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost as an advance of principal under the promissory note. Grantor shall furnish Lender with evidence of insurance including the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing coverage. Grantor's name on any draft or negotiable instrument drawn by any insurer.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the fair market value of the affected Property.

12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

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92015549 PH 2-53 1992 JAN 9

BY: _____
LENDER: HARRIS BANK ROSELLE
ATTEST: _____

TITLE: _____
BY: _____

GRANTOR: _____
GRANTOR: _____

FORMERLY KNOWN AS PHYLLIS L. GIRONARD
BY: *Phyllis L. Gironard*

TITLE: _____
BY: _____

GRANTOR: PHYLLIS L. NEUMANN
BY: *Phyllis L. Neumann*

GRANTOR KENNETH NEUMANN
BY: *Kenneth Neumann*

Dated NOVEMBER 23, 1991

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

38. ADDITIONAL TERMS: ALL OF THE TERMS & CONDITIONS OF 1ST MTGE DESCRIBED BELOW ARE HEREBY INC. & MADE A PART OF THIS NOTE. THIS NOTE IS SECURED BY A MTRG DTD. 11/23/91 ON PROPERTY LOCATED AT: 619 PARKSIDE CIRCLE, STREAMWOOD, ILLINOIS 60103

37. MISCELLANEOUS: Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. Grantor waives any right to a jury trial. Grantor may have under applicable law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

36. APPLICABLE LAW: This Mortgage shall be governed by the laws of the state indicated in Lender's address. Grantor consents to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Mortgage.

35. SEVERABILITY: If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

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.

33. SUCCESSORS AND ASSIGNS: This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

32. MODIFICATION AND WAIVER: The modification or waiver of any of Grantor's Obligations or delay or failure to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver in one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

31. PARTIAL RELEASE: Lender may release its 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.

30. COLLECTION COSTS: If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorney's fees and collection costs.

29. SUBROGATION OF LENDER: Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released or record.

28. 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. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken 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 are irrevocable.

27. APPLICATION OF PAYMENTS: All payments made by or on behalf of Grantor may be applied in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

26. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER: Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorney's fees 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 of Lender 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 shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

25. WAIVER OF HOMESTEAD AND OTHER EXEMPTIONS: Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

24. APPLICATION OF FORECLOSURE PROCEEDS: The Sheriff shall apply the proceeds from its foreclosure of this Mortgage and the sale of the Property 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 the Obligations; and then to any third party as provided by law.

Returned or mailed to:

This document was prepared by:

Kathleen M. Gibbons

Harris Bank Resale
106 E. ...

92015549

BOX 333

Property of Cook County Clerk's Office

SCHEDULE B

LOT 603 WOODLAND HEIGHTS UNIT 2, IN SECTIONS 23 AND 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

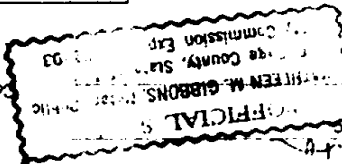
The legal description of the Property is:

The permanent tax identification number of the Property is: 06-23-400-014-

619 PARKS CIRCLE
STREAMWOOD, IL 60103

The street address of the Property (if applicable) is:

SCHEDULE A



Commission expires:

Notary Public

Given under my hand and official seal, this ... day of ...

free and voluntary act, for the uses and purposes herein set forth.

he signed, sealed and delivered the said instrument as ...

appeared before me this day in person and acknowledged that ...

name ... subscribed to the foregoing instrument,

personally known to me to be the same person as ...

whose personally known to me to be the same person as ...

CERTIFY that ...

a notary public in and for said County, in the State aforesaid, DO HEREBY

County of ...

State of Illinois

Given under my hand and official seal, this ... day of ...

free and voluntary act, for the uses and purposes herein set forth.

he signed, sealed and delivered the said instrument as ...

appeared before me this day in person and acknowledged that ...

name ... subscribed to the foregoing instrument,

personally known to me to be the same person as ...

whose personally known to me to be the same person as ...

CERTIFY that ...

a notary public in and for said County, in the State aforesaid, DO HEREBY

County of ...

State of Illinois