COOK COUNTY LLINOIS

RECORDATION REQUESTED BY:

Waller M. Schmitt and Patricia L. Schmitt

Hampshire, IL 60140 First American Bank 201 South State Street

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WHEN RECORDED MAIL TO:

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SEND TAX NOTICES TO:

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MORTGAGE

American Bank, whose address is 201 South State Street, Hampshire, IL 60140 (referred to below as "Lender"). lenancy, whose sources is 2175 Dehne Road, Northbrook, IL 60062 (referred to below as "Grantor"); and First THIS MORTGAGE IS DATED FEBRUARY 18, 1992, between Waller M. Schmitt and Patricia L. Schmitt, in joint

nghalt, and sat other rights, roysties, and each relating to the real property including without arminerate, oil, gas, geothermal and similar manaes, located in Cook County, State of Illinois (the "Real Property"): essenents, rights of way, and spoursenance, as water rights, water oruses and dich rights (including stock in utilises with dach or impation GRANT OF MORTGAGE. For valuable consideration, Granton montgages, warrants, and conveys to Lander at of Grantor's right, tide, and trained or affined buildings, improvements and fodures; all in and to the following described real your very, together with all existing or subsequently exected or affined buildings, improvements and fodures; all

MERIDIAN, IN COOK COUNTY, ILLINGIS. SUBDIVISION OF SECTION 16, TOWINSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL LOT 1 IN BLOCK 12 IN NORTHBREGOK PARK UNIT NO. 2, A SUBDIVISION IN THE SCHOOL TRUSTEES

Property tax identification number is 0.1-16-213-013-0000. The Real Property or its address is commonly known as 2175 Dehne Road, Northbrook, IL 60062. The Real

addition, Granck grants to Lender a Unitorn Commercial Code security interest in the Personal Property and Rents. Grantor presently assigns to Lender all of Grantor's right, tide, and mer at in and to all leases of the Property and all Rents from the Property. In

have the meanings stitlouted to such terms in the Uniform Commercial Codes. As the proces to dollar amounts shall mean amounts in tawkil money of DEFINITIONS. The following words shall have the following meanings when as it is the Rengage. Terms not otherwise defined in this Mortgage shall

maximum rate allowed by applicable law. towever to the following maximum rate. Under no circumstances shall the interest rate to an or in the lesser of 18,000% per armum or ithere Chejduz ,evods bns 00,000,022 to seonsiec to, sbni etit of kupe etist a la bns ,ee.eee,e2 o: 00,000,252 to seonsiec to! seons eti evods zmoq Credit Agreement. The words "Credit Agreement" mean the tevolving line of treet, agreement dated February 18, 1992, between leands and Cremic Wilds 8 Credit limit of \$50,000.00, kogether with all tenewais of, extensions of, inodifications of, referenced to the credit Agreement. The meaning date of this Mongage is Merci 1, 1997. The interest rate under the resoluting fine of credit is a variable interest rate to be applied to the index and credit is a variable interest rate to be applied to the index of the credit of the credit interest rate of the credit interest rate of the outstanding.

structures, mobile hornes artitud on the Real Property, Iacitities, additions and other construction on the Real Property. Guarantor. The word "Guarance" means and includes without larkistion, each and all of the guarantors, surether, and accommodation parties in the indebteaches.

Connection with the indebteachess.

Indepteaches and increase and includes without larkistion, each and all of the guarantors, surether, and accommodation parties indepteaches.

Indepteaches increased increases and includes without larking increases.

balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any untermediate balance. The flen of this Mortgage shall not exceed at any one time \$150,000.00. Agreement, any temporary oversges, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credi Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the lotal outstanding credit obligates Lender to make advances to Grantor so long as Grantor complies with all the tender to make advances to Grantor so long in the contract of the Mortgage to the same extent as it such future advance were made as of the date of the execution of this Mortgage. The revolving line of 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 future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this rogether with briedest on such amounts as provided in this Mondage. Specifically, without linkistion, this Mondage socures a revolving line advanced by Lender to discrizinge obligations of Grantor or expenses incurred by Lender to endorce obligations of Grantor under this Montgage, indebiedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or

Mortgage. The word "Mortgage" mee'ns this Mortgage between Grantor and Lender, and includes without limitation at assignments and security Lender. The word "Lender" means First American Bank its successors and assigns. The Lender is the mongagee under this Mongage.

interest provisions religing to the Personal Property and Rents

Personal Property. The word i Person a Property mean at each rate for meas and at the analysis property now or instancements of the camera of

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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 Morigage" section.

Related Documents: The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, 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 at present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF 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 INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. 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 shull strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until it delimit, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Granter shall reaintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hozardous wiste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mongage, shall have the same meanings as so lords in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CEFICEV"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal and, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grinton's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any ha arrows waste or substance by any person on, under, or about the Property, (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, or co: al, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or the entened fogation or claims of any fond by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Leider in writing. (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store or at, dispose of, or release any nezerdous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, 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 determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Levider's fall 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 warranties contained herein are based on Grantor's due difigence in investigating the Property for hazardur; waste. Grantor hereby (a) roleases and waives any future claims equinst Lender for indemnity or contribution in the event Grantor becomes Eacle or cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the fluridage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, storage, disposal, release or threatened release occurring prior to Grand's manufacture, and the property, and the property of the pro whether or not the same was or should have been known to Grantor. The provisions of this section of the Mintpage, including the obligation to indemnity, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the ben plant of the indebtedness and the satisfaction and reconveyance of the ben plant is Mortgage and shall not be a affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor 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 of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party he right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demoksh or remove any Improvements from the Real Property without the prior written consent of Lander. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lander to replace such improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable aims to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compilance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good lists any such law, ordinance, or regulation and withhold compilance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing or and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require strantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unationded 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 protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be

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exercised by Lender if such exercise is prohibited by federal law or by Itlinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mongage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material turnished to the Property. Grantor shell maintain the Property free of all liens having priority over or equal to the interest of Lander under this Mongage, except for the sen of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Granior may withhold payment of any tax, assessment, or claim in connection with a good takin dispute over the obligation to pay, so long as Lander's interest in the Property is not jeoperdized. If a tien arises or is filed as a result of norphyment, Grantor shall within theen (15) days after the lien arises or, if a 5en is filled, within lifteen (15) days after Grantor has notice of the lieng, secure the discharge of the lien, or if requested by Lander, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the ilen plus any costs and attorneys' less or other charges that could accrue as a result of a foreclosure or sale under the ilen. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand turnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lander at any time a written statement of the taxes and assessments against the

Hotice of Construction. Virantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or tristerials and the cost extracts \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay (no post of such improvements,

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

Maintenance of Insurance. Grance, shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable virue covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard now, gee clause in favor of Lender. Policies shall be written by such insurance comparies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a form as may be reasonably acceptable to Lender. Signilation that coverage will not be cancelled or dimit ished without a minimum of sen (10) days' prior written notice to Lender. 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 food hazard area, Grantor agrees to obtain and maintain Fed rat 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 t size or of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify I ender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of logs if Grantor falls to do so within litteen (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 satistation to Lender shall, upon satisfactory proof of such expendance, pay or reimburse Grantor from the proceeds for the reasonable cost of regar or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Univer has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mongage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proces is after payment in full of the Indebtedness, such proceeds shall

Unexpired insurance at Sale. Any unexpired insurance shall incre to the benefit of, and pass to, the purchaser of the Property covered by this Morigage at any trustee's sale or other sale held under the provisions of this Morigage, or a' on toreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor tails to comply with any provision of this Mortgage, 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 opcored 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 appropriate. 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 belance of the credit line and be apportioned among and be payable with any installment payments to becor e che during either (i) the term of any applicable insurance policy or (i) the remaining term of the Credit Agreement, or (c) be treated as a balloon purment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided it in this paragraph shall be in admin 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 delault 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 Moriga te.

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

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 concerding and to 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.

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 feu 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 shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Granto: 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. Granter may be the nominal party in such proceeding, but Lender shall be emitted 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

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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 Mongage:

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

Taxes. The lollowing shall constitute taxes to which this section applies: (a) a specific tax upon this type of Morigage or upon all or any part of the indebtedness secured by this Morigage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Morigage; (c) a tax on this type of Morigage 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 paymonts 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 Mongage, 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 threes Grantor either (a) pays the tax before it becomes definquent, or (b) contests the tax as provided above in the Taxes and Lions section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEAGENT; FINANCING STATEMENTS. The following provisions relating to this Mongage as a socurity agreement are a part of this Mongage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes focuses 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 register by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and configure Lender's security interest in the Rents 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 cominting this security interest. Upon default, Grantor shall assemble tile Paronal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days any receipt of written demand from Lender.

Addresses. The making addresses of Grant x (dubtor) 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 fusioning 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 made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, reflect, or rerecorded, as the case may be, at such times and in such officer and places as Lender may deem appropriate, any and all such mongages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be not or any or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this vife tange, and the Related Documents, and (b) the tiens and security interests created by this Montgage as first and prior tiens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse? Ender for all costs and expenses incurred in connection with the matters reiemed to in this paragraph.

Attorney-In-Fact. If Grantor tails 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 appoint ander as Grantor's attorney-in-fact for the purpose of making, executing, delivering, titing, recording, and doing all other things as may be recorded, in Lender's sole opinion, accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtodness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mongage, Lender shall execute and deliver to Grantor a suitable satisfum on of this Mongage and suitable statements of termination of any financing statement on tile evidencing Lender's sucurity 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 Mongage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This of a victude, for example, a take statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor or medit the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lander's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of an example of the account, transfer of tide or rate of the dwelling, creation of a fen on the dwelling without Lander's permission, foreclosure by the hyder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. 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:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately durant payable, including any prepayment peralty which Grantor 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 socured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without 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 Lander, then Grantor inevocably designates Lender as Grantor's attempt—in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments to their users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the domand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist

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whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from solving as a receiver.

Judicial Forectosure. Lander may obtain a judicial decree foreclosing Grantor'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 this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free 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 disposition 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.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mongage shall not constitute a waiver of or prejudice the party's rights of en ise to demand saict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit or any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mongage after failure of Grantor in perform shall not affect Lender's right to declare a default and exercise its remedies under this Mongage.

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 count main adjudge reasonable as attorneys' fees at trial 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 profection 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 Credit Agreement rate. Expenses covered by this paragraph include, without firstation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatics are injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including in eclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any count cost.), in addition to all other surns provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any natice under this Mongage, 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, it 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 Montgage. Any party may change its address for notices under this Montgage by giving formal with an 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 Mongage shall be sent to Lender's address, as shown near the beginning of this Montgage. For notice purposes Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

Amendments. This Nortgage, together with any Related Documents, or officials the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage 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 purpose; 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 Mongage 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. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Crantor. 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 Mongage to be invalid or uncorrection 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 if a clienting provision cannot be so modified, it shall be stricken and all other provisions of this Mongage in all other respects shall remain valid and enter above.

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 Grantal Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way (1) torbearance 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 Mongage.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of The State

Walvers and Consents. Lander shall not be doesned to have waived any rights under this Mortgage (or under the Related Documents) unlessed 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS

Addin Sommet

Nutary Public in and for the State of

UNOFFICION (Continued)

My commission expires

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"OFFICIAL SEAL"
Janet R. Fiore
Notary Public, State of Illinois
My Commission Expires 7/18/92

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