JL-419112-CY

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· 150 SO, FIFTH AVENUE MAYWOOD, IL 60153-1388

WHEN RECORDED MAIL TO:

FIRST SUBURBAN NATIONAL BANK 150 SO. FIFTH AVENUE MAYWOOD, IL 60153-1388

SEND TAX NOTICES TO:

FIRST SUBURBAN NATIONAL BANK 150 SO. FIFTH AVENUE MAYWOOD, IL. 60153-1388 erika Perinangan perinangan perinangan Perinangan perinangan perinangan perinangan perinangan perinangan perinangan

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 19, 1992, between 水体体液体水体体液体体液体 IVAN V. WILLIAMS, AN UNMARRIED MAN, whose address is 409 HYDE PARK, BELLWOOD, IL 60104 (referred to below as "Grantor"); and FIRST SUBURBAN NATIONAL BANK, whose address is 150 SO. FIFTH AVENUE, MAYWOOD, IL 60153-1388 (referred to below as "Lender").

GRANT OF MORTGAGE. For value ble consideration, Grantor mortgages, warrants, and conveys to Lender at of frame, it could be used ablanced in and to the following described on property, together with all existing or subsequently erested on all sed particles and following described on property and set of the end following described on the following described and following described and following described and apply the ances; all water, water rights, watercourses and of the rights following the indiction of the real property including with a fit of all orders and rights are there as a former and following matters, located in COOK County State of Illinois (the "Real Property"):

THE NORTH 1/2 OF LOT 19 IN BELLWOOD HIGHLAND, BEING A SUBDIVISION OF LOTS 1,2,3 AND 4 (EXCEPT THE WEST 16.4 FIET OF SAID LOT 4) IN STURM ESTATE SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL NOIS.

The Real Property or its address is commonly known as 409 HYDE PARK, BELLWOOD, IL 60104. The Real Propert tax identification number is 15-08-406-035.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all fraces of the Property and all free to from the Property and didition, Grantor grants to Lender a Uniform Commercial Code sector, interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings who under it is to give. Tensor of otherwise deliced in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to do an arrow in the additional arrowing of the United States of America.

Grantor. The word "Grantor" means IVAN V. WILLIAMS. The Grantor is the distribution of the Mind page

Guarantor. The word "Guarantor" means and includes without limitation, (act and all of the grants from reserved and server excitation patterns.

Improvements. The word "Improvements" means and includes without limited to all the destroy and future interspectable to the property. In the structures, mobile homes affixed on the Real Property, facilities, additions and other can the facilities and property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under on titute and any anscent expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce compalison of Grantor under the Mindage it defines a to interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means FIRST SUBURBAN NATIONAL BANK, its successors and 15 and 15 the bender to the microsope under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Granter and bendon and his order. A least than as assequenced, and so learly reterest provisions relating to the Personal Property and Rento

Note. The word "Note" means the promissory note or credit agreement dated Ferrice, it is to. in the original principal amount of \$65,000.00 from Grantor to Lender, together with all renewals of, extensions of the control of the promissory note or agreement. The interest rate on the first end of the first end of the control of the promissory note or agreement. The interest rate on the first end of the first end of the control of \$100.000 and a final estimated payment of \$100.0000 and a final estimated payment of \$100.00000 and a final estimated payment of \$10

Personal Property. The words "Personal Property" mean all equipment fixtures and other letters and personal property is with the first property together with all or consequents and all substitutions for, any of such property, and together with all proceeds for idding which there is no all continues to proceeds and all substitutions for, any of such property, and together with all proceeds for idding which there is no identification of the united by 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 decorated above in the "Grant of Mongage" section

Related Documents. The words "Related Documents" mean and include without including a premiseory notes, credit agreements, coan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other interests, agreements and documents, another is, a cohereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and luture rent. revenues, insome some in patter portionary other benefit, designed that it is 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 GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grandon shall play to be exercised as they become due, and shall strictly perform all of Grandon's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrood that Granton's personaler and time of the Property deals help whose Liby the following provisions:

Possession and Use. Until in default, Grantor may remain in perception and operation a

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promotiv preform all repairs, replacements, and maintain the Property in tenantable condition and promotiv preform all repairs, replacements, and maintain the Property in tenantable condition and promotiv preform all repairs, replacements, and maintain the Property in tenantable condition and promotiv preform all repairs, replacements, and maintain the Property in tenantable condition and promotiv preform all repairs, replacements, and maintain the Property in tenantable condition and promotiv preform all repairs, replacements, and maintain the Property in tenantable condition and promotive preform all repairs, replacements, and maintain the Property in tenantable condition and promotive preform all repairs, replacements.

Hazardous Substances. The terms thazardous waste," "hazardous bestdance," depictall include and the receive a continue to. Mortgage, shall have the same meanings as set forth in the Comprehensive Environment (The course Comprehensive Activity Activity a amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"). The Superfund Amendments and Readmoodation Activity, Pub. L. 11, 129-439 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., to Resource Conservation and Recovery Act 45 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted purposent to any of the foregoing. Grontor represent and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property.

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(b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and asknowledged by set for withing, (i) any use, generation, manufacture, storage, freatment, disposal, release or Presidence of a virtual following the property or (ii) any actual or threatened lateration encourage of the Property or (iii) any actual or threatened lateration encourage of the Property of (iii) any actual or threatened lateration encourage of virtual following the provincial disclosured to an asknowledged by Lender in withing. (i) redder that the rest of the virtual following the Property shall use, generate, manufacture after the following the Property and (iii) any such activity shall be conducted in exception excit a page of the property and (iii) any such activity shall be conducted in exceptions and of the activity of the excit index, and redder in a company of the property of the excit index, and redder in a company is a conducted at the excit index, and index activities to enter upon the Property to make such impections and tests an Cender in a conducted at the excit index of the property with this section of the Mortgage. Any inspections or tests made by Lender in any other properties of activities of the property of the part of the following redder to any other properties of activities of the representations and available of the create any responsibility or liability on the part of Cender to Grantor for any other properties on a construction and exceptions and the conduction of the definition of the conduction of the conduction of the second of the first page of a continuous and watershear and (b) agrees to indemnity and hold harmless Lender against any and all claims, fisced, and to describe a continuous and dependent and account of the first page of account of such as a consequence of the first page of account of the first page, including a continuous formation. The provisions of the first page, including Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor compat, permit or softer any drippara of or waite one into the

Property or any portion of the Property. Specifically without limitation, Granton wai not remove, or grant to any other party to that its tensions and timber, minerals (including oil and gas), soil, gravet or rock products without the prior written con and of the rock.

Removal of Improvements. Grantor shall not demolish or remove any Improvement to do the Four Fouriert, without he prior unifers or next. Lender. As a condition to the removal of any Improvements, Lender may require Crantor to an area area per end could first by to Center to require such improvements with improvements of at least equal value.

Lender's Right to Entrir. Lender and its agents and representatives may enter upon the Real Endestry at all reasonable times to attend to Lender's interests and to much of the Property for purposes of Grantor's compliance with the terms of a conditions of the Minimage.

Compliance with Government Requirements. Grantor shall promptly comply with a liture or distance, and requirements, now or bereafter reflect, of all governmental aution is applicable to the use or occupancy of the Property. Scantar may content in good talls any open taw, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appears to string as Grant is had notified bender in writing prior to doing so and colour as, in Lender's cole opinion. Lender's interests in the Property are not proported. Lender may resembly calculation to post adequate security or a surety bond, reasonably satisfactory to Lender, its protest burders interest.

Duty to Protect. Grantor agrees name to abandon nor leave unaffeded the Property invantor or as do all office auto, in addition to these auto set forth above in this section, which from the character and use of the Property are roundingly necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may all its option idealare interest at a part of the analysis of the sale or transfer, without the Lender's prior written comunit, of all or any part of the feet import, or any other transfer, means the conveyance of Real Property or any right, title or interest thereor, whether each or experted whether is a frequency or any right, title or interest thereor, whether each or experted whether is a frequency or any right, title or interest thereory whether each or experted whether is a frequency or any frequency of the freq other method of conveyance of Real Property interest. If any grain or is a corporation or partnership, transfer associated any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Granton in Swever, this case that not be exercised by Lender if such exercise is prohibited by federal law or or almois law.

TAXES AND LIENS. The following provisions relating to the taxes and light contine Property are a part of the Africance

Payment. Grantor shall pay when due (and in all events prior to Cellinguency) all taxes, payroll taxes, special taxes, assessments, water charges and sever service charges levied against or en account of the Property and shall play when taxes all desire, to work share on or for to tracted and sever service charges levied against or en account of the Property free of all bear having priority over or early to the tracter, and expended or material firmshed to the Property. Grantor shall maintain the Property free of all bear having priority over or enable the internal to Lender under this Mortgage, except for the lien of taxes and assessment, or of an an exemption with a good faith depute over the object pay, so long as Londer's interest in the Property is not jeopardized. If a lien are as a singlet as a tract of non-payroant farant or this within lifteen (15) days after the lien arises or, if a lien is filled, within lifteen (15) days after the lien arises or, if a lien is filled, within lifteen (15) days after the lien arises or, if a lien is filled, within lifteen (15) days after the lien arises of the large water the discharge of the even or of requested by Lender, deposit with Lender cash or a sufficient corporate parety born an entire of the even of a stracter or a read of the even or any contest. Grantor shall defend itself and Londer and shall samily any adverse justiment that contact in a read of the line in a read of the line in a contact shall defend itself and Londer and shall samily any adverse justiment that cere in the arrange function of the properties of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of Nayment of the large and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least lifteen (15) days before any work is obtained the property, if any mechanic's hen, materials are supplied to the Property, if any mechanic's hen, materials men could be its verted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to be declared asymmetric content of the cost exceeds \$5,000.00. that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insurance the Property are all plate fire. More as Maintenance of Insurance. Granter shall produce and munitarin policies of the amazance with standard defende by or are each rememble or a replacement basis for the full insurable value covering all improvements on the Real Property in the each of according pleaton of any consurance clause, and with a standard mortgage clause in favor of Lender. Publics do the widten by year in wards are implanted, and not in form as may be reasonably acceptable to Lender. Granter shall deliver to Lender sent hunter, if loverage from a laboration of the fire and the standard property at any time become located in an ineal destinated by the function of the forces of the standard or the forces. Property at any time become located in an irea designated by the Director of the Federal Emergency Management Agency as a special fixed hazard area, Granter agrees to obtain and maintain Federal Flood Insurance, to the extent such incur ince is required and is or becomes azarable, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum in that of the variable which give in legal.

Application of Proceeds. Grantor shall promptly notify Lender of any lock or damage to the Property of the estimated cost of replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within lifteen (15) days of the descably. Whether of estimated Lender's security is impaired, Lender may, at its clockion, apply the proceeds to the reduction of the Indebtedness, payment of any wen attention the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grunter shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender shall, upon catisfactory proof of such expenditure, pay or reimburse Granter from the proceeds for the reasonable cost of repair or restoration if Granter is stated details here under Any proceed, which have not been disbursed within 180 days after their receipt and which Lender has not command to the repair or restoration of the repair of the applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in this of the indebtedness, saids policy or any be paid to Grantor

Unexpired insurance at Sale. Any unexpired insurance shall mure to the benefit of, and paid to the plackable of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any fixed matter than his Property.

TAX AND INSURANCE RESERVES. Granter agrees to establish a reserve account to be retained from the loans proceeds in such arise and deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the arrival read related that is the promiums, as estimated by Lunder, so as to provide sufficient funds for the payment of each year's trees and insurance premiums become delinquent. Granter shall further pay a monthly pro-rate shall escentioned and other charges which may account against the Property. If the amount so estimated and paid shall prove to be mouthcast to pay such takes, as your premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried at an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a Chargest account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a Chargest account with Lender property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing carrier account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw epon the Lender to secure the payment or estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw epon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the visibility or assessment end or shall be constitued as requiring Lender to advance either mones for such purposes, and under ender the first mone anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby bliedged to further source the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an event of default as described below

UNOFFICIENT GOPY

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any asts in supervised they commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, time any action that tier decided appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the first from the date incomed supplied by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on during either (c) be added to the painting of the Note and be apportioned among and be payable with any installment payments to become due during either. (c) the term of any applicable incurance 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 materity. 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 remades to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as coming the default so as to bur 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 Microgada.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property solder simple. Ince and clear of all licens and encumbrances other than those set forth in the Real Proporty description or in any title incurance policy, little report, or find title opinion research favor of, and accepted by, Lender in connection with this Mortgage, and (b) Granter has the follower, and talk into the reactive and deliver this Mortgage to Lender

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will brever 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 take of the interest of Lender under the Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the manual party is such proceeding, but Lender that centified to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own classes, 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 complied with all existing applicable laws. ordinances, and reculations of governmental authorities

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

Application of Net Process. If all or any part of the Property is condemned by ensinent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lerilder 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 dosts, responses. and attorneys' fees or Lenuch's connection with the condemnation.

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific thick of Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on it is type of Mortgage chargeable against the Lender or the holder of the flote; 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 enlicted subsequent to the date of this Mortgage, this exent shall have the same offect as an Event of Default (as defined below), and Lendor may exurce, any or all of the article remedies for an Event of Default as provided below unless Grantor either. (a) pays the tax before it becomes defining it or (b) contests the tax as provided above in the Taxes and Event of section and deposits with Lender cash or a sufficient corporate surely bend or event by instability to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions exclining to the Montgare as a security agreement are a part of this

Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the eldest any of the Property constitutes fixtures or other perspicient, and Lender shall have all of the rights of a secured party under the Uniform Competer at Code as amended from time to tune

Security Interest. Upon request by Lender, Granter shall execute financing statements and take whatever other action is requested by Lender to perfect and continue 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 Granter, tile exist est counterparts, copies or reproductions of the Mortgage as a financing statement. Granter shall reimburse Lender for all expenses induring a perfecting or continuing this security interest. Upon default, Granter shall assemble the Personal Property in a manner and at a place reasonable of venient to Granter and Lender and make it available to Lender within these (3) days after received to written despend from Lender within these (3) days after received to written despend from Lender within these (3) days after received to written despend from Lender within the (4). 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 citiz mation concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as its ed on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to factive assurances: any latter assurances: any latter assurances:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor with 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 field, recorded, reflect, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, if you did such mortgases deeds of trust, security deeds, security agreements, financing statements, communation obtainments of times of continue, continuation and other documents as may, in the sole opinion of Lender, be necessary or depressed in order to effectuate, complete continue, or preserve. (a) the obligations of Grantor under the Note, this Mortgage, and the Related Decuments and (b) the terms and security interests created by this Mortgage as first and prior tens on the Property, whether now owned or Tereutter as guired by Grantor. Unless prohibited by Law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses instanced in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails 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 recessary or desirable, in Lender's sole op non, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any linancing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Cirantor will pay, it periodically applicable tow, 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 Mortander

Default on Indebtedness. Failure of Grantor to make any payment when due on the indepted be a

Default on Other Payments. Failure of Grantor within the lime required by this Mortgage to make any payment for takes or an arange, or any other payment necessary to prevent filing 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 Rolated Decuments. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sands witten notice demanding cure of such failure: (a) cures the failure within lifteen (15) days; or (b) if the cure requires more than lifteen (15) days, insrediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or lumished to Lender by or on behalf of Graetia under this fault rage, the frote or ble Related Documents is, or at the time made or furnished was, false in any material respect

Insolvency. 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 bankruptcy or insolvency laws by or against Grantor, or the decelution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by tederal law or illusions law, the death of

- Grantor (if Grantor is an individual) also shall constitute an Event of Default under the Meangage

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-neight representation or any other method, by any creditor of Grantor 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, provided that Grantor gives Lender written notice of such static and furticities 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.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtodness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume encendationally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default

Insecurity. Lender reasonably deems itself insecure

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 Granton to declare the enter the debtedness inchediately declared payable, including any prepayment penalty which Granton would be required to pay

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all their pits and remedies of a becared party order the Uniform Commercial Code.

Collect Rents. Lerrial shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including arounts past due and unpluding all apply the net proceeds, over and above Lender's coots, against the tridecte fness. In furtherance of this right, trender may require any tenant if other user of the Property to make payments of rent or use feet, directly betiender. If the Rents are collected by Lender then Grantor provocatly chaquates Lender as Grantor's attorney-in-fact to enderso instruments reserved in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender state demand chall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand challed. Lender may exercise its rights under this subparagraph when in person, by agent, or through a receiver.

Mortgagee in Possession. Linder 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 'ror arty, with the power to protect and preserve the Property, to expert the Property preceding forectonize or sale, and to collect the Rents from the Property and apply the proceeds, over and above the control 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 whother or not the apparent value of the Property exceeds the Indebtedness by a substitution is innovant. Employment by tiender shall not discondify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a juricial decree foreclosing Grantor's interest in all or any part of the Property

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

Other Remedies. Lendor shall have all other rights and for including provided in this Mortgage or the Note or available at taw or in equity

Sale of the Property. To the extent permitted by applicable larg, Grantor hereby waives any and all right to have the property marchabled. In exercising its rights and remedies, Lender shall be free to self-off or any part of the Property tegesther or separately in one sale or by segmente 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 marker. Representation 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 procision of this filtritipate and instructions waiver of or prejudice the party's rights otherwise to domaind strict compliance with that provision or any other provision. Election 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 obligation of Grantor under this filtritial planter of Grantor to perform shall not affect Lender's right to declare a default of develope the remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the forms of this Montgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appliable. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any tinle to the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear into edit to it the dute of expenditure until repaid at the Hote rate. Expenses covered by this paragraph include, without limitation, however subject to any an to under applicable law. I ender a attorneys here, and logal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptsy on Seedales, (in duction) ethors, to medity or value any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the court of standard the reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title in an proce. The extent permitted by appraisable fav. 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 may 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 snown near the beginning of the Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the pulper of after notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority ever this Mortgage of the Clentor's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lendor informed at all triver of Clentor's current address.

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

Amendments. This Mortgage, together with any Related Documents, constitutes 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 eight dipy 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 the Mortgage are for convenience purposes unity and are soft to except to extend 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 entire in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or inheritoreable as to any period or discumstance, such finding shall not render that provision invalid or unenforceable as to any other period or leadure factor. If he are any other offending provision shall be deemed to be modified to be within the limits of enforceability or validity, however, if the afterding provisions of this Mortgage in all other respects shall remain yould and enforceable.

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

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

Walver of Homestead Exemption. Granter hereby releases and waives all nights and benefits of the homestead exemption have of the State of Illinois as to all Indebtedness secured by this Mortgage.

Walvers 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 continued consent to subsequent instances where such consent is required.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. GRANTOR: IVAN V. WILLIAMS This Mortgage prepared by: X

JEWELINE DAVIS INDIVIDUAL ACKNOWLEDGMENT STATE OF)) 53 COUNTY OF) On this day before me, the undersigned Notary Public, personally appeared IVAN V. WILLIAMS, to the known to be the individual described in and who executed the Mortgage, and to lowwedged that he or she signed the Mortgage as his or her free and votantiny act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this Residing at Notary Public in and for the State of The contract o My commission expires

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