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RECORDATION REQUESTED BY:

BANK OF CHICAGO / GARFIELD RIDGE
6353 WEST 55TH STREET
CHICAGO, IL 60638

WHEN RECORDED MAIL TO:

BANK OF CHICAGO / GARFIELD RIDGE
6353 WEST 55TH STREET
CHICAGO, IL 60638

SEND TAX NOTICES TO:

WILLIAM F POLK and SANDRA L POLK
5904 S NEWCASTLE AVE.
CHICAGO, IL 60638

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 21, 1992, between WILLIAM F POLK and SANDRA L POLK, whose address is 5904 S. NEWCASTLE AVE., CHICAGO, IL 60638 (referred to below as "Grantor"); and BANK OF CHICAGO / GARFIELD RIDGE, whose address is 6353 WEST 55TH STREET, CHICAGO, IL 60638 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property together with all existing and hereafter created buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water rights, water courses, and other rights, including stock in utilities with ditch or irrigation rights, and all other rights, benefits, and profits, relating to the real property, including without limitation all mineral, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 16 IN GASIOR'S SUBDIVISION IN THE NORTH 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 5904 S. NEWCASTLE AVE., CHICAGO, IL 60638. The Real Property tax identification numbers are 14-19-317-01.

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

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

Grantor. The word "Grantor" means WILLIAM F POLK and SANDRA L POLK. The Grantor is the mortgagor under this Mortgage.

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

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note, and any amount expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under the Mortgage, together with interest on such amounts as provided in the Mortgage.

Lender. The word "Lender" means BANK OF CHICAGO / GARFIELD RIDGE, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Note. The word "Note" means the promissory note, dated February 21, 1992, in the original principal amount of \$8,000.00 from Grantor to Lender, together with all renewals, amendments, modifications, consolidations of, and substitutions for the promissory note as aforesaid. The interest rate on the Note is 14%. The Note is payable in 24 monthly payments of \$362.70 and a final estimated payment of \$.

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

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

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

Related Documents. The words "Related Documents" mean and include, without limitation, all promissory notes, credit agreements, loan agreements, guaranties, security agreements, 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 all 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 GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "deposited," "release," and "threatened release" as used in this Mortgage shall have the same meanings as set forth in the Superfund Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("ERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents 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 (but Grantor has no knowledge or cause to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, or any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person when on, under, or about the Property); (b) any actual or threatened dispute or claim of any kind by any person relating to such matters; and (c) Except as previously disclosed to Lender in writing, no other Grantor or any tenant, contractor, agent or other authorized user of the Property shall ever generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property, and any such liability 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 for the purpose of 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 Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are made by Grantor and shall survive the termination of the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify, defend, and hold Lender, its agents, attorneys, insurers, liability, damages, penalties, and expenses which Lender may directly or indirectly incur or suffer resulting from a breach of this section of the Mortgage or as a consequence of any representation or warranty made by Grantor in this section of the Mortgage, whether or not the same were made in this section of the Mortgage, including the obligation to indemnify, defend, and hold Lender, its agents, attorneys, insurers, liability, damages, penalties, and expenses of the kind of the Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, create, or permit any nuisance, other complaint, or suffer any shipping of or waste on or to the Property or any portion of the Property, especially without limitation, Grantor will not remove or grant to any other party the right to remove any timber, minerals, including oil and gas, coal, gravel or rock products, without the prior written consent of Lender.

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

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times 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.

Compliance 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 faith any such law, ordinance, or regulation and without compliance during any proceeding including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and Lender has agreed in writing to Lender's interests in the Property and not jeopardized. Lender may require Grantor to post a deposit to secure any safety test, work, or other activity to be conducted on the Property to protect Lender's interests.

Duty to Protect. Grantor agrees, neither by act or omission, to leave unattended the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the nature, use, and condition of the Property, are reasonably necessary to protect and preserve the Property.

DUPLICATE - 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 consent of Lender, 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, or assignment, sale contract, and/or contract, contract for deed, leasehold interest with a term greater than three (3) years, lease, or ten contract, or by lease, assignment, or transfer of any beneficial interest in, or any and trust, trust or title to, the Real Property, or by any other method of conveyance of Real Property interest. This section shall apply to any partnership, transfer and includes any change in ownership of more than twenty-five percent (25%) of the voting stock of a partnership, which in this case may be of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by a state law.

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

Payment. Grantor shall pay, when due and in all events prior to delinquency, all taxes, payroll taxes, special taxes, assessments, water charge, and sewer fees, and any personal property taxes on all or any part of the Property, and shall pay, when due, all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the liens, taxes, and assessments not due, and not in arrears, that were provided in the following paragraph.

Right To Contest. Grantor may, with good payment of any tax, assessment, or lien, or with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized, if a lien arises or is filed as a result of nonpayment. Grantor shall, within fifteen (15) days after the lien arises or is filed, either (a) within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender for cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs, an attorney's fees, or other charges that could be due as a result of a foreclosure or sale under the lien. 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 surety bond furnished in the contest proceedings.

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

Notice of Construction. Grantor 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 mechanics lien, materialmen's lien, or other lien could be asserted on account of the work, services or materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard included coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by satisfactory companies, and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or terminated without a minimum of ten (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 flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required and is or becomes available for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$2,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the repair and repair of the Property. If Lender elects to apply the proceeds to construction and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor for the proceeds for the repair or replacement of Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall issue to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any public, private or other sale held under the provisions of the Mortgage or at any later lawful sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender, at Grantor's behalf, may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will be considered at the time charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenditures of Lender's money will be payable (a) tenetwise; (b) be added to the balance of the Note and be amortized, and (c) be payable with any installment payments to be made during either (i) the term of any applicable insurance policy covering the remaining term of the Note, or (ii) be treated as a lump sum payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these accounts. The rights provided for by this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may, at its election, require that all or any portion of the net proceeds of the award 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 of Lender in connection with the condemnation.

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

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

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

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

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided

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below unless Grantor either: (a) pays the tax before it becomes delinquent; or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Realty 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 the Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered to Lender or to Lender's designee, and when requested by Lender cause to be filed, recorded, refiled or re-recorded, as the case may be, at such times and in such offices and places as Lender may direct, appropriately, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, affidavits, and other documents, as may, in the sole opinion of Lender, be necessary or desirable in order to effectively complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents; and (b) the laws and security interests created by this Mortgage as to 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 Lender for all costs and expenses incurred 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 necessary or desirable in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness, when due, and thereafter 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 financing statement on file evidencing Lender's security interest in the Realty and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantor, within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to affect the charge of any lien.

Compliance Default. Failure to comply with any other terms, obligations, covenants, conditions or restrictions contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of 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 sends written notice demanding cure of such failure, (a) cures the failure within fifteen (15) days, or (b) if the cure cannot be made then fifteen (15) days, immediately 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 furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, 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 dissolution or liquidation of Grantor's existence as a going business of Grantor, or a business. Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help repossession 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 claim and furnishes reserves or a surety 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 Indebtedness 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 unconditionally 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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty 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 secured 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

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may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received 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's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand 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 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 serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial foreclosure against 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 the Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby 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.

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of the Mortgage, Lender shall be entitled to recover such sum as the court may award, reasonably attorneys' fees, at trial and on any appeal. Whether or not any court action is initiated, all reasonable expenses incurred by Lender that are for the expense of the estate at any time for the protection of its interest in the Indebtedness of its right shall become a part of the Indebtedness payable to Lender and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses incurred by Lender that are reasonable with respect to the Indebtedness shall not be subject to any limitation applicable to attorneys' fees, and legal expenses shall not be subject to a cap or limitation on the amount of attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay) or in any appeal, and any judgment for attorneys' fees shall be enforceable. The cost of obtaining records relating to the Indebtedness shall be borne by the party requesting the records, and the insurance for the record provided by applicable law shall also be paid by any such party in addition to the other charges provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under the Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing as follows by electronic means if a copy is delivered, if e-mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address of Grantor near the beginning of the Mortgage. Any party may change its address for notices under the Mortgage by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address. All copies of notices and disclosures from the holder of any note which have previously been sent to Lender's address, as shown near the beginning of the Mortgage, shall be given to the party who agrees to keep the information at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following provisions apply to any part of the Mortgage.

Amendments. The Mortgage, together with any Related Document, constitutes the entire agreement 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 upon in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

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

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

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

Severability. If a court of competent jurisdiction holds any provision of the Mortgage to be invalid, unenforceable as to any person or circumstance, such finding shall not render that provision invalid, unenforceable as to any other person or circumstance, if the law and any such offending provision shall be deemed to be severable from the remainder of the Mortgage. If a court of competent jurisdiction holds any such provision to be so modified, it shall be so modified, and the remainder of the Mortgage shall be enforceable and enforceable.

Successors and Assigns. Except to the limitation stated in the Mortgage, the Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. The ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with the property as concerns with reference to this Mortgage and the Indebtedness by way of conveyance or otherwise 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 the Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all right and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness created by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any right under the Mortgage or under the Related Documents, unless such waiver is in writing and signed by Lender. The 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 the 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 at any instance shall not constitute continuing consent to

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subsequent instances where such consent is required

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

GRANTOR:

X *William F Polk*
WILLIAM F POLK

X *Sandra L Polk*
SANDRA L POLK

This Mortgage prepared by: X *Ed Kozak*
ED KOZAK, PERSONAL BANKING

INDIVIDUAL ACKNOWLEDGMENT

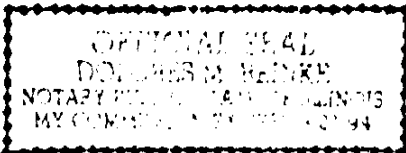
STATE OF _____)
) SS
COUNTY OF _____)

On this day before me the undersigned Notary Public, personally appeared WILLIAM F POLK and SANDRA L POLK to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed for the uses and purposes therein mentioned

Given under my hand and official seal this _____ day of _____, 19 _____

By _____ Residing at _____

Notary Public In and for the State of _____ My commission expires _____



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