92174973

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE

To Secure a Loan From WORTH BANK & TRUST

(Secured by a First Lien on Real Estate)

DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is February 24, 1992, and the parties and their mailing addresses we the following:

DEPT-01 RECURDING

\$3033 \$ E

T¢5555 TRAN 2743 03/17/92 15:47:00

COOK COUNTY RECORDER

*-92-174973

MORTGAGOR:

PHYLLIS A. CAMPIN

10610 South Depot Worth, Illinois 80482 Social Security # 241-62-4384

Divorced and not since Remarried.

BANK:

Mortgage

CAMPIN

WORTH BANK & TRUST

an ILLINOIS banking corporation 8825 W. 111TH STREET WORTH, ILLINOIS 60482 Tax I.D. # 38-2448555

(as Morigageo)

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

, (Note) dated February 24, 1992, with a maturity date of february 1, 2002, and executed by PHYLLIS A. A promissory note, No. A. CAMPIN (Borrower) payable in monthly payments to the order of Bank, which evidences a long (Loan) to Borrower in the amount of \$35,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.

B. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or atherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pulsuall to this Merigage, plus inferest

at the same rate provided for in the Note computed on a simple interest method.

C. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all o avences made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guaranter, endersor or surgly, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or accondary, liquidated or unliquidated, or joint, several, or joint and several.

D. Borrower's performance of the terms in the Note or Loan, Mortgager's performance of any terms in this Mortgager, and Borrower's and Mortgagor's performance of any terms in any dood of trust, any trust deed, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty

agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan,

However, this Mortgage will not accure another debt:

A. If this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or

B. If Bank falls to make any disclosure of the existence of this Mortgage required by law for such other debt.

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attornoys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Properly or Bank's interest therein, shall not exceed the sum of \$35,000,00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- 4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific forms and the obligations in this Mortgage), Mortgager hereby bargains, grants, mortgages, sells, convoys and warrants to Bank, as Mortgages, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

,Gapyright 1984, Bankers Systems, Inc. St. Co. d. M 1830)

Unit 10610-GB together with its undivided percentage interest in the common elements in Villa Regal Condominium as delineated and defined in the declaration recorded as document number 25096327, in the North West 1/4 of Section 18, Township 37 North, Range 13, East of the third principal meridian, in Cook County, Illinois. PIN #24-18-101-091-1032.

The Property may be commonly referred to as 10610 South Depot, Worth, Illinois 60482

auch property constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment new or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all experior and interior improvements; all easements, issues, rights, appurtenances, rents, revoltes, oil and gan rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtanences thereto belonging, unto Bank forever to secure the Obligations. Mortgager does hereby warrant and defend the Property tinto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

- LIENS AND ENCUMBRANCES. Morigagor warranta and represents that the Property is free and clear of all lions and encumbrances whithsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any tion, claim or ancumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or uncumbrance by pouling any bond in an amount in cessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its fereclosure or execution.
- 6. ASSIGNMENT OF LEASES AND RENTS. Mortgagor horoby absolutely assigns as additional security all present and future leases, and ronts, leaves and profile. Mortgagor also revenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the devenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenante, with any such lease covenants, agreements and provisions. Any ching expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expense atternoys fees and paralogal loss) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be price by Mortgager to Bank upon demand and shall be described a part of the debt and Obligations and recoverable as such in all respects.

in addition to the covenants and terms herein contained and not in limitation thereof, Mortgager covenants that Mortgager will not in any case cancel, abildge or otherwise modify tenancies, subtained in length or number of the Property or accept propagations of installments of first become due therounder. The Obligations shall become due at the option of Bank if Mortgager falls or returns to comply with the previsions of this paragraph. Each leaso of the Property shall provide that in the event of enforcement by Bank of the remodies provided for by law or by this Mortgage, any person succeeding to the interest of Mongager as a result of such entercement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leasur made with tenants of the Property shall provide that their lease securities chall be treated as trust funds not to be commingled with any other funds of Mongager and Mongager shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all in no securified deposited by the tenants and copies of all leasure.

7. EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrince of any of the following events, circumstances or conditions (Events of Dolault):

A. Failure by any party obligated on the Obligations to make payment witer die; or

B. A default or breach by Berrower, Owner or any co-signer, endersor, nursity or guaranter under any of the terms of this Merigage, the Note, any construction loan agreement or other loan agreement, any security acroniment, mortgage, deed to secure debt, deed of trust, trust doed, or any other document or instrument evidencing, guarantying, securing or otherwise relating to the Obligations; or

C. The making or turnishing of any verbal or written representation, statement or varianty to Bank which is or becomes false or incorrect in

any material respect by or on behalf of Mortgagor, Borrower, or any co-signer, outlined, surety or guaranter of the Obligations; or

D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Property (as herein defined); or

E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the death, dissolution of the death of th behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debter relief law by a against Mortgager, Borrower, or any co-signer, endorser, surety or guaranter of the Obligations; or

F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-eig fer, andersor, surety or guaranter, that

the prospect of any payment is impaired or that the Property (as herein delined) is impaired; or

G. Fallure to pay or provide proof of payment of any tax, assessment, tent, insurance promium or encrew, encies deficiency on or before its

H. A transfer of a substantial part of Mortgagor's money or property; or

-). If all or any part of the Property or any interest therein is sold, lessed or transferred by Moriginger except as permitted in the paragraph bolow ontitled "DUE ON SALE OR ENCUMBRANCE".
- 8. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately commence fereclosure precedings and may immediately invoke any or all other remedies provided in the Note, Mortgage or related documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.
- B. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer or sale, or contract for any of the foregoing, the Property, or any portion thereof, by Mortgagor, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:
 - A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;

B. the creation of a purchase money security interest for household appliances;

- C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the ontirety;
- D. the granting of a loasehold interest of three years or less not containing an option to purchase;

E. a transfer to a relative resulting from the death of Mortgagor;

F. a transfer where the spouse or children of Mortgagor becomes an owner of the Property;

G. a transfer resulting from a decree of dissolution of mairlage, legal separation agreement, or from an incidental property actionment

Morigage CAMPIN

02/24/02

Initiale

agreement, by which the spouse of Mortgagor becomes an owner of the Property:

- H. a transfer into an inter vivos trust in which Mortgagor is and remains a bonoliciary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or direction to execute; or
- I. any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision (12 CFR 501 at seq) on account of which a lender is prohibited from exercising a due-on-sale clause.

In the preceding paragraph, the phrase "transfer or sale" includes the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for dood, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property Interests; the form "Interest" Includes, whether legal or equitable, any right, title, Interest, lien, claim, encumbrance or proprietary right, choate or inchoate, any of which is superior to the lien created by this Mortgage. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including, but not limited to, a fee therefor, an adjustment in the interest rate, a modification in any term of the Obligations or the payment plan, and an alteration in the prepayment privilege. Lapse of time or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or estoppel of Bank's right to accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mall, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor falls to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default.

- 10. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgagoe in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, it receives to take possession of the Property and to collect and receive rents and profits arising therefrom. Inv amounts so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expanses relating to the Property or the foreclosure proceedings, sale expanses or as authorized by the court. Any num remaining after such payments will be applied to the originations.
- PROPERTY OBLIGATIONS. Mortgaçor chall promptly pay all toxes, associaments, levies, water rents, other rents, insurance promiums and all amounts due on any encumbrances, if are to they become due. Mortgager shall provide written proof to Bank of such payment(s).
- 12. INSURANCE. Mortgagor shall insure and respicioused the Proporty against loss by fire, and other hazard, casually and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Morigageo Clause" and where applicable, "Loss Payeo Clause", which shall name and endorse Bank as mortgagee and less payee. Such insurance shall also centain a provision under which the insurer shall give Bank at least 30 days notice before the cancellation, termination or material change in coverage.

If an insurer elects to pay a fire or other hazard loss or damage, fialm rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt, Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor falls to promptly action.

Mortgagor shall pay the premiume required to maintain such insurance in officiantil such time as the requirement for such insurance terminates. In the event Mortgagor Inite to pay such promiums, Bank may, at its option, pay such promiums. Any such paymont by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below it do "BANK MAY PAY".

- 13. INSURANCE ON CONDOMINIUM UNIT. So long as the condominium association maintains a "master" or "blanket" insurance policy (the CO "Association Policy") acceptable to Bank, Mortgagor's obligation to maintain hazard il surance coverage on the Property is satisfied by the "Association Policy") acceptable to Bank, morigagers obligated to Internate the College of the extent that the coverage required is provided in the Association Policy Mortgager shall notify Bank promptly of any lapse in the Association Policy. If, in accordance with the declaration of condominium, following a casualty loss to the Property or the common elements of the condominium, the proceeds of the Association Policy are distributed to the unit owners in fleu of regulation and repair of the casualty damage, all proceeds payable to Mortgagor are easigned to and shall be paid directly to Bank for application to the reduction of the Obligations, with the excess, If any, paid to Mortgagor.
- 14. WASTE. Mortgagor shall not alienate or encumber the Property to the projudice of Bank, or commit, permit or julier any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all the improvement, at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited is, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, polician's and/or contaminants. Morigagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and societies of the Property. Morigagor shall perform and abide by all obligations and restrictions under any declarations, covernate and other decurbants deverning the use, ownership and occupancy of the Proporty.
- 15. CONDITION OF PROPERTY. As to the Property, Mortgagor shall:

 A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.
 - B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property or Improvements thereon.
 - C. not cut or remove, or permit to be cut or removed, any wood or limber from the Property, which cutting or removal would adversely affect the value of the Property.
 - D. not permit the Property to become subject to or contaminated by or with waste.
 - prevent the spread of noxious or damaging woods, preserve and prevent the erosion of the sell and continuously practice approved methods of farming on the Property if used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, polkitants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Lean to Borrower.

16. SPECIAL INDEMNIFICATION. Mortgagor agross to protect, indemnity, defend and hold Bank harmless to the follow extent possible by law and not otherwise, from and against all claims, domands, causes of action, suits, lesses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, tines, penalties and expenses, including, without limitation, reusenable attorneys' loos, costs and expenses incurred in investigating and defending against the assertion of such liabilities, as such loos, costs and expenses are incurred, of any nature whatsoever, which may be austained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagor;

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any violations of the Comprehensive Environmental Rosponse, Compensation and Liability Act of 1980 and any other applicable Inderal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and blota; and any private suits or court injunctions.

- 17. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and Inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such Inspection.
- 18. PROTECTION OF BANK'S SECURITY. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgago or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property. Without Bank's prior written consent, Mortgagor will not consent to the abandonment or termination of the condominium (except for abandonment or termination provided for by law following substantial destruction of the condominium improvements or taking by condomination), any amendment to the declaration of condominium, byiawa, or rules and regulations of the condominium association, the termination of protessional management of the condominium association (if any), or any action rendering the condominium association maintains a public liability insurance policy acceptable to Bank. Mortgagor shall take all actions reasonably necessary to ensure that the condominium association maintains a public liability insurance policy acceptable to Bank. Mortgagor shall take all actions reasonably necessary to ensure that the condominium association maintains a public liability insurance policy acceptable to Bank.
- 19. COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agre is 2 pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filling fees, standgrapher fees, witness feer, or sits of publication, foreclosure minutes, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 20. ATTORNEYS' FEES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for ferocleaure, Mortgagor agrees to pay reasonable atterneys' fees, paralogal fees and other logal expenses incurred by Bank. Any such reasonable atterneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 21. CONDEMNATION. In the event all or any part of the Proporty (Including but not limited to any easument therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will premptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to pur nane or appropriate the Property or any easument therein, by any public authority or by any other person or corporation claiming or having the right of ominent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a propayment under the Note. Mortgagor also agrees to notify the Bank of any private the Note. Mortgagor also agrees to notify the Bank of any private the Note. Mortgagor also agrees to notify the Bank of any private taking for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, enhanced domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefore shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the phyment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any contemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable afterneys' fees and paralegal fees, court costs and other expenses.

- 22. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or the people to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgager agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralogal fees, cour, costs and all other damages and expenses.
- 23. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby walves and releases any and all rights and remades Mortgagor may now have or acquire in the future relating to:
 - A. homostoad;
 - B. exemptions as to the Property;
 - C. appraisement;
 - D. marshalling of lions and assets; and
 - E. statutes of limitations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

- 24. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filling, imposition or attachment of any flen, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.
- 25. BANK MAY PAY. If Mortgagor fails to pay when due any of the Items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:
 - A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien Interest;
 - S. pay, when due, installments of any real estate tax imposed on the Property; or
 - C. pay or perform any other obligation relating to the Property which affects, at Bank's solo discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmions for all the amounts so paid and for Bank's costs and expenses, including macenable atterways' fees and parallegal fees.

Mortgage CAMPIN Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mertgage, having the benefit of the lien and its priority. Mertgager agrees to pay and to reimburse Bank for all such payments.

26. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgago.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's torbearance from, or delay in, the exercise of any of Bank's rightle, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filled shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or depilve Bank of any rights, remodies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.

 AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgager and Bank.

D. FURTHER ASSURANCES. Mortgagor, upon request of Bank, agrees to execute, acknowledge, deliver and record or life such further instruments or documents as may be required by Bank to secure the Note or confirm any flon.

E. GOVERNING I AW. This Morigage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise proempted by tecoral laws and regulations.

F. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINO'S, unless otherwise designated in writing by Bank or otherwise required by law.

G. SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Mortgager may not assign, transfer or delegate any of the rights or obligations under this Mortgager.

H. NUMBER AND GENDER Whonever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

1. DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or the conjunction, with this Mortgage.

J. PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in in. or an or construing this Mortgage.

K. IF HELD UNENFORCEABLE. If any prevision of this Mortgage shall be held unenforceable or vold, then such provision shall be severable from the remaining provisions and shall in my way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

L. CHANGE IN APPLICATION. Mortgagor will matter Bank in writing prior to any change in Mortgagor's name, address, or other application information.

M. NOTICE. All notices under this Mortgage must built wilting. Any notice given by Bank to Mortgager hereunder will be allective upon personal delivery or 24 hours after mailing by first of the address indicated below Mortgager's name on page one of this Mortgager. Any notice given by Mortgager to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of this Mortgage. Such addresses may be changed by written notice to the other party.

N. FILING AS FINANCING STATEMENT. Mortgagor agrees and asknowledges that this Mortgago also suffices as a financing statement and as such, may be filled of record as a financing statement for purposer of Article 6 of the ILLINOIS Uniform Commercial Code. A carbon,

photographic or other reproduction of the Mortgage is sufficient as a tingacing statement.

27. ACKNOWLEDGMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgago has been read and agreed to and that a copy of the Mortgago has been received by the Mortgagor.

MORTGAGOR:

PHYLLIS A. CAMPI

نين ا

STATE OF ILLINOIS

On this class day of The Land, 1973, Inches the long that PHYLLIS A. CAMPIN, Divorced and not since Remarked, pages (Iknown to me to be the same person whose name is subscribed to the longeing instrument, appeared before me this day in parson, and knowledged that (ho/sho) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expression SEAL

MARY JAKE CHAPMAN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR. 15.1995

This document was prepared by WORTH BAN

UST. 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

Please return this document after recording to WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

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