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STANDARD BANK AND TRUST CO. OF HICKORY HILLS 7800 West 95th Street Hickory Hills, IL 80457

WHEN RECORDED MAIL TO: 8 (2000)

STANDARD BANK AND TRUST CO. OF HICKORY HILLS 7906 Weet 95th Street Hickory Hills, N. 60457

SEND TAX NOTICES TO:

STANDARD BASK AND TRUST CO. OF NICKORY HILLS 7800 West 36th Street Hickory Hills, N. 60457 DEPT-01 RECORDING

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- T#2222 TRAN 2574 04/23/92 09:23:00
- 43743 + B ×-92-273761
 - COOK COUNTY RECORDER

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92273761

MORTGAGE

THIS MORTGACE IS DATED APRIL 16, 1992, between John Bisbikis and Joyce Bisbikis, his wife (J), whose address is 1000 S. Kolmar, Oak Lewn, IL 60453 (referred to below as "Grantor"); and STANDARD BANK AND TRUST CO. OF HICKORY HILLS, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

GRANT OF MORTGAGE. For relueble consideration, Grantor mortgages, warrents, and conveys to Lender att of Grantor's right, little, and interest in and further following describer to sall property, together with all existing or subsequently erocled or affixed buildings, improvements and fixtures; all easements, rights of way, and Nouvenances; all water, water crights, watercurses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalths, it is profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County State of Iffinols (the "Real Property"):

Lot 7 in John T. Nagle's 104th Street Subdivision Unit No. 1 of part of the Northwest 1/4 of Section 15, Township 37 North, Range 12 East of the Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 10336 S. Kolmar, Uak Lawn, IL 80453. The Real Property tax identification number is 24-15-104-012.

Granfor presently assigns to Lender all of Granfor Light, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Granfor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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

Credit Agreement. The words "Credit Agreement" mean the nivolving line of credit agreement dated April 16, 1992, between Lender and Grantor With a Credit Himit of \$68,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mixtuge is April 5, 1997. The Interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is \$1.50% per annum. The Interest rate be applied to the outstanding account balance shall be at a rate 0.500 percentage points above the Index, surject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 17.900% per annum or (n) miximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the Indebt dness described below in the Existing Indebtedness section of this Mortpage.

Grantor. The word "Grantor" means John Blabkits and Joyce Blabkits. 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 affixed on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender in entered a bligations of Grantor under the Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without ilmitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement within twinty 20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this stortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be noted, recall, and remade from time to time, subject to the limitation that the total outstanding believe owing at any one time, not including finance charges on such balance at a fixed or variable rate or Ann as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided for in its paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outranding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate palance.

Lender. The word "Lender" means STANDARD BANK AND TRUST CO. OF HICKORY HILLS, its successors and assigns. The Lender is the mortgages under this Mortgage.

Mortgage under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lander, and Includes without limitation all assignments and security (3) interest provisions relating to the Personal Property and Rents.

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 accessions, 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 pramiums) from any sale or other disposition of the Property.

Property. The ward "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 INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as olitorwise 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 centrol of and operate and manage the Property and collect the Rents from the Property.

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

Plazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," 45 used in the Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1904, amended, 42 U.S.C. Section 6901, et seq., "CERCLA", the Supertural Act and Amendments and Relationization Act of 1904, by 1904-393 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, 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, freatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property or (ii) any actual or threatened release of any hazardous waste or substance of any hazardous waste or substance by any person or occupants of the Property or (ii) any actual or threatened illigation or claims of any kind by any person relating to such meters; and (o) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any lenant, contractor, agenit or other subtorized user of the Property and (iii) any actual or threatened illigation or claims of any kind by any person relating to such meters; and (o) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any lenant, contractor, agenit or other substances and the Property and (iii) any such activity shall be conducted in compliance with a applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor activities and sale and sale applications are purposed to enter upon the Property to make such inspections and lesis as Lender may other person. The representations and warranties any full se

Nuisance, Waste. Grantor shall no cruse, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any it timber, minerals (including oil and gas), rue, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Gractor shall not demoitsh or remove any Improvements from 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 equal value.

Lender's Right to Enter. Lender and its agents part representatives may enter upon the Reat Property at all reasonable times to attend to Lender's Interests and to inspect the Property for purpores of Granfor's compliance with the terms and conditions of this Modgage.

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 unaccompancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold conspliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinian, ander's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unat en led the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the property are reasonably necessary to protect and preserve the Property.

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

TAXES AND LIERS. The following provisions relating to the taxes and tiens on the Property are inject of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payrol trues, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when a let sit claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens hering priority over or equal to the interest of Lender under this Mortgage, except for the tien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Flight To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a cood with dispute over the obligation to pay, so long as Lender's interest in the Property is not propartized. If a fien arises or is filed as a result of number ment, Grantor shall within titleen (15) days after the fien arises or, if a filed, within titleen (15) days after Grantor has notice of the filing, soon of the discharge of the filen, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to under in an amount sufficient to discharge the filen plus any costs and attorneys' fees or other charges that could accrue as a result of a forector are or safe 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 appropriete 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 turnished, or any materials are supplied to the Property, if any mechanic's iten, materials are supplied to the Property, if any mechanic's iten, materials iten, or other iten could be asserted on account of the work, services, or materials. 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 finalizance. Grantor shall produre and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Fleat Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurance containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender. Should the Heal Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as special field 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 form of the loan and for the full unpaid principal belance of the loan, or the maximum timit of coverage that is evallable, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the essuality. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the Indebtedness, payment of any feri affecting the Property, or the restoration and repair of the Property. It Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a mannar satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reinfourse Grantor from the proceeds for the reastonable cost of renair or restoration if 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 Mortgape, then to prepay secrued 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 inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale hald under the provisions of this Mortgage, or at any foreclosure sale or such Property.

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Compliance with Existing Indebjedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor laifs to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such appearses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either. (i) the term of any applicable insurance policy or. (ii) the remaining term of the Credit Agreement), or (c) be treated as a balance payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of them amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Londer may be entired. 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 hed.

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

Title. Granior 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 the Existing Indebledness section below 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.

Defence of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the tawful claims of of paragraph. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor ansit defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participally in the proceeding and to be represented in the proceeding by coursel 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 Lawy Crantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and requisitions of covernmental authorities.

EXISTING INDESTEDNESS. The two king provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Morigage.

Existing Lien. The lien of this Miningage securing the Indebtedness may be secondary and interior to the lien securing payment of an existing obligation with an account number of P31–08-0-001603-1 to George Washington Savings & Loan Assoc, described as: A Mortgage loan dated September 31, 1973 and recorded as document #22476688. The susting obligation has a current principal balance of approximately \$14,700.00 and is in the unginal principal amount in \$32,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on #100 indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Mortification. Grantor shall not enter into any agreement with the holder of any mortgage, dead of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future alive ices under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to conductive attention of the Property are a part of this Mortgage.

Application of Net Proceeds. It all or any part of the Prop. to its condemned by eminent domain proceedings or by any proceeding or purchase in fleu 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 ref proceeds of ne award shall mean the award after payment of all reasonable costs, expenses, and attorneys' less or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor the promptly notify Lender in writing, and Grantor shall promptly take such stags as πz_j us necessary to detend the action and cutain the award. Crantor may be the nominal party in such proceeding, but Lender shall be enused to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from 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 Lander, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lander to perfect and continue Lander's item (in the Real Property. Grantor shall reimburse Lander 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 for recording or registering this Mortgage.

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

Subsequent Taxes. If any lax to which this section applies is anacted 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 remeries it is an Event of Default as provided below unless Grantor either. (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lendar.

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 to the extent any of the Property constitutes to lures 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 Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, the executed counterparts, copies or reproductions of this 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 (debtur) and Lender (secured party), from which information concerning the security interest granted by this Morigage 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 nade, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the items and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in the paragraph.

Attorney-in-Fact. If Grantor tails to do any of the things referred to in the proceding 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, terminates the credit line account, 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 finuncing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a take statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment learns of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately 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, Lander 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 may require any lenant 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-fect to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by lenants 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.

Mortgages in Porthaelon. Lender shall have the right to be placed as mortgages 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 mortgages 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 applicate it value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving and of the Property.

Judicial Foreclosure. Land may obtain a judicial decree foreclosing Grantor's Interest in all or any part of the Property.

Peficiency Judgment. If permited by applicable taw, Lander may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amount, received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have at other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permit of 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 sain on all or any portion of the Property.

Notice of Sele. Lander shall give Grantor rises table 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 in the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with the 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 Mortgage effect from the perform shall not effect Lender's right to peck to a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at his and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are seasonable expenses incurred by Lender that in Lender's opinion are seasonable expenses incurred by Lender that in Lender's opinion are seasonable expenses for the independence on demand and limit interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without himitation, however subject to any limits under applicable law, Lander's attorneys' fees and legal expenses whether or not there is a laws at including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any a fini pated post—judgment collaction services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, in appeals and any appeals are any appeals and any appeals and any appeals and any appeals are any appeals and any appeals and any appeals and any appeals and any appeals are appeals and any appeals and any appeals are appeals and any appeals and any appeals are any appeals and any appeals are any appeals and any appeals are appeals and any appeals and any appeals are any appeals and any appeals and any appeals are any appeals and any appeals are any appeals and any appeals are any appeals and any appeals and any appeals are appeals any appeals any appeals any appeals are appeals any appeals any appeals any

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of detailst and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, it mailed, shall be deemed effective when deposited in the United States mall first class, registered mail, postage prepaid, directed to the addresses shown near the baginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of forecosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the baginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender into med at all times of Grantor's current address.

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

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 attendion of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the afteration 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 end 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 this Mortgage.

therger. 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 this 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 in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid 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 Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

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

Waivers and Consents. Lander 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 Lander. No delay or omission on the part of Lander 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 onor valver by Lander, nor any course of dealing between Lander and Grantor, shall constitute a waiver of any of Lander's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lander is required in this Mortgage, the granting of such consent by Lander in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

UNOFFICE COPY

John Bliebikis	a -	X Libyce Blabikis	istiku
This Mortgage prepared by: X	Quinn Coulon	У прист	
	INDIVIDUAL AC	CKNOWLEDGMENT	
STATE OF SECTION OF)		
COUNTY OF Conf.)		
described in and who executed the Mortg	Notary Public, personally app age, and acknowledged that to	eared John Bishikis and Joyce hey signed the Mortgage as their	Bisbliks, to me known to be the individu free and voluntary act and deed, for the un
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