92287374

(Space above this line for recording purposes)

## REAL ESTATE MORTGAGE

To Secure a Loan From WORTH BANK & TRUST

(Secured by a First Lion on Resi Estato)

1. DATE AND PARTIES. The date of this Real Estain Morigage (Mortgage) is April 3, 1992, and the parties and their mailing addresses are the following:

MORTGAGOR:

FRANK A. RUFFOLO 15225 S. 7181 Avo. Orland Park, Illinois 60462 husband of Patricia Ruffolo **PATRICIA RUFFOLO** 15225 S. 7191 Avo. Orland Park, Illinois 60462 wife of Frank A. Ruffolo

DEPT-01 RECORDING \$33.50

TRAN 5708 04/28/92 14:22:00 4 A \*-92-287374

COOK COUNTY RECORDER

BANK:

**WORTH BANK & TRUST** an ILLINOIS banking corporation 6825 W. 111TH STREET WORTH, ILLINOIS 60482 Tax I.D. # 36-2446555 (as Mortgagoo)

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

Lec's , (Note) dated April 3, 1992, and executed by REFLECTIVE PAYING CO., INC. (Borrower) payable in A. A promissory note, No. monthly paymonts to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$85,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.

B. All future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the avicance of indebtedness with regard to such future and additional indobtedness).

C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or other rise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this identification. at the same rate provided for in the Note computed on a simple interest method.

D. 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 advances made by Bank on Borrower's, and/or Mortgager's, behalf as authorized by this Mortgage and liabilities as guaranter, endorser or surely, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and saveral.

E. Borrower's performance of the terms in the Note or Loan, Mortgager's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any other mortgage, any deed to secure debt, any security agrooment, 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 secure another debt:

A. It 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, attorneys' fees, paralogal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's Interest therein, shall not exceed the sum of \$85,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- 4. CONVEYANCE. To induce Bank to make the Loan to Borrower, and any extensions and renewals, and to secure the Obligations (which includes the

Mortgage REFLECTIVE PAVING 04/03/92

\*\* READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.\*\*

Note according to its specific terms and the obligations in this Mortgage), Mortgager hereby bargains, crants, mortgages, solls, conveys and warrants to Bank, as Mortgages, the following described property (Property) situated in COOK County, ILLINOIS, to-will:

## SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

such property constituting the homestead of Berrower, 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 exterior and interior improvements; all easements, issues, rights, appurionances, rents, revalties, oil and gas rights, privileges, proceeds, profiles, other minorals, water, water rights, and water stock, crops, grass and timber at any time growing upon said tand, 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 held the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank torover to secure the Obligations. Mortgager does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgager further releases and walves all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

- 5. LIENS AND ENCUMBRANCES. Mortgager warrants and represents that the Property is free and clear of all lions and ancumbrances whatecover, except: First mortgage to Associates National Mortgage Corp. dated 8/14/89 and assigned to Federal Home Loan Mortgage Corp. dated 9/23/89. Second mortgage to Worth Bank & Trust dated 10/15/91. Mortgager agrees to pay all claims when due that might result, if unpaid, in the loreclosure, execution or imposition of any lion, claim or encumbrance on or against the Property or any part thereof. Mortgager may in good faith contest any such lien. Plain or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its toroclosure or execution.
- 8. CORPORATE WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Bank the following warranties and representations which shall be continuing so long as the Oblig, for a remain outstanding:
  - A. Mortgagor is a corporation which is duly organized and validity existing in the State as represented in the DATE AND PARTIES paragraph above; Mortgagor is in good standing under the laws of all States in which Mortgagor transacts business; Mortgagor has the corporate power and authority to own the Property and to carry on its business as new being conducted; Mortgagor is qualified to do business in every jurisdiction in which the nature of its business or its property makes such qualification necessary; and Mortgagor is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
  - 8. The execution, delivery and performance of this Agreement by Mortgager and the borrowing evidenced by the Note: (1) are within the corporate powers of Mortgager; (2) have food duly authorized by all requisite corporate action; (3) have received all necessary governmental approval; (4) will not violate any provision of law, any order of any court or other agency of government or Mortgager's Articles of incorporation or Bylaws; and (5) will not violate any provision of any indenture, agreement or other instrument to which Mortgager is a party or to which Mortgager is a conjugation of any food mortgager's property is subject, including but not limited to any provision prohibiting the creation or imposition of any lien, clients or encumbrance of any nature whatseever upon any of Mortgager's property or assets. The Note and this Mortgage when executed any delivered by Mortgager will constitute the legal, valid and binding obligations of Mortgager, and those of other obligers named therein, if any, in accordance with their respective terms.
  - C. All other information, reports, papers and data given to Blink with respect to Multgager or to others obligated under the terms of this Mortgage are accurate and correct in all material respects and ron plete insofar as completeness may be necessary to give Bank a true and accurate knowledge of the subject matter.
  - D. Mortgagor has not changed its name within the last 8 years, unless of order disclosed in writing; other than the trade names or licitious names actually disclosed to Bank prior to execution of this Mortgago, Kortzacr uses no other names; and until the Obligations shall have been paid in full, Mortgagor hereby covenants and agrees to preserve and keep in full force and effect its existing name, corporate existence, rights, franchises and trade names.
- 7. ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby absolutely assigns as additional sociality all present and future leases, and rents, issues and profits. Mortgagor also coverants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the coverants, agreements and provisions of any present or future leases of the Property. In care 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 tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, alternoys' less and paralogal tess) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed 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, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept prepayments of installments of ront to become due thereunder. The Obligations shall become due at the option of Bank if Mortgagor tails or refuses to comply which the previsions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remodies provided for by law or by this Mortgago, any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional root for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

- 8. EVENTS OF DEFAULT. Mongagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):
  - A. Failure by any party obligated on the Obligations to make payment when due; or
  - B. A default or breach by Borrower, Owner or any co-signer, endorser, surely, or guaranter under any of the terms of this Mortgage, the Note, any construction to an agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, 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 warranty to Bank which is or becomes talse or incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any co-signer, endorser, 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 assignment for the benefit of creditors by or on 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 or against Mortgagor, 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-signer, andersor, surely or guaranter, that

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- G. Fallure to pay or provide proof of payment of any tax, assessment, rent, insurance premium or escrew, escrew deficiency on or before its due date; or
- H. A material adverse change in Mertgager's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or repayment of the Obligations; or

I. A transfer of a substantial part of Mortgagor's money or properly; or

- J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".
- 9. 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 toreclosure proceedings 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.
- 10. 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 ilon or other ancumbrance 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, rescent, or operation of law on the death of a joint tenant or tenant by the entirety;
- D. the granting of a locachold 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 of children of Mertgager becomes an owner of the Property;
  G. a transfer resulting from a fisce of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of Mortgagor becomes an owner of the Property;

  H. a transfer into an inter vivos true. In which Mortgagor is and remains a beneficiary and which does not relate to a transfer of rights of
- occupancy in the Property, assignment of bandicial interest or direction to execute; or
- t. any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision (12 CFR 581 at seq) on account of which a lander is prohibited from exercising a due-on-sale clause.

In the preceding paragraph, the phrase "transfer or said" includes the conveyance of any right, title or inforced in the Property, whether voluntary or Involuntary, by outright sale, dead, installment contract sale, and contract for dead, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the French Interest; the term "interest" includes, whether legal or equitable, any right, title, interest, tion, claim, encumbrance or proprietary right, checke or incheate, any of which is superior to the lien created by this Mortgage. This covenant shall run with the Properly and shall remain in effect until he Obligations and this Mortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including, but not limit d 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 pronoument privilege. Lapse of time or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or estopped of Ban 's light to accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagor notice of a certified 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 if a siled 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 domand on Mortgagor, invoke any remedies permitted on Default.

- 11. POSSESSION ON FORECLOSURE. It an action is brought to foreclose this Montgage for all or any part of the Obligations, Montgagor agrees that the Bank shall be entitled to immediate possession as Mortgages in possession of the Property to one extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of 1.3 Property and to collect and receive rents and profits arising therefrom. Any amounts so collected shall be used to pay taxes on, provide insurance for pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized to the property or the foreclosure proceedings, sale expenses or as authorized to the property or the foreclosure proceedings, sale expenses or as authorized to the property or the foreclosure proceedings, sale expenses or as authorized to the property or the foreclosure proceedings. payments will be applied to the Obligations.
- 12. PROPERTY OBLIGATIONS. Mortgagor shall promptly pay all taxes, assessments, levies, water rents, other onto insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof to Bank of such asyment(s).
- 13. INSURANCE. Mortgagor shall insure and keep insured the Property against less by lire, and other hazard, casually and less, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable of Bank and in an amount of acceptable to Bank. Such insurance shall contain the standard "Mortgages Clause" and where applicable, "Loss Payee Clause", which shall name CO and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 30 days notice before the cancellation, fermination or material change in coverage.

If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property fost 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. Mertgagor shall duliver 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 fails to promptly do so.

Mortgagor shall pay the promiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor falls to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below titled "BANK MAY PAY".

14. WASTE. Mortgagor shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements 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 to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use. ownership and occupancy of the Property.

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 timber 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.

E. prevent the spread of noxious or damaging woods, preserve and prevent the erosion of the soil 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, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Lean to Borrower.

- 18. SPECIAL INDEMNIFICATION. Mortgager agrees to protect, indomnify, defend and hold Bank harmless to the fullest extent possible by law and not otherwise, from and against all ctains, demands, causes of action, suits, lesses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses, including, without limitation, reasonable atterneys less, costs and expenses are incurred or any nature whatseever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ewnership and/or operation of the Property and all activities rotating thereto; any knowing or material miprepresentation or material breach of warranty by Mortgager; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, 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, sell and blots; 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 BANY.'S SECURITY. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgago or any loan documents of "a ry 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, of Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor flore by 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 or der said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.
- 19. COLLECTION EXPENSES. In the crent of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all this and expenses incurred by Bank. Such fees and expenses include but are not limited to filling fees, stenographer fees, witness fees, costs of publication, foreclosure minutes, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expresses 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 foreclosure, Mortgagor agroes to pay reasonable attorneys' fees, paretreal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' 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 Mortgago.
- 21. CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgager will premptly give written notice to Bank of the inatitution of such proceedings. Mortgager further agrees to notify Bank of any attempt to pure the property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgager further agrees and directs that all condemnation proceeds or purchase money which may be agreed upor the which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgager also agrees to notify the Bank of any proceedings instituted 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, eminent 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 therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of thr. Coligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manne ar 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 condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all logal expenses, including but not limited to reason are attorneys' fees and paralegal fees, court costs and other expenses.

- 22. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made in chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or the Proceeding it necessary to appear or answer in order to protect its interests, Mortgager agrees to pay and to hold Bank harmless for all installing, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable atterneys' foos, paralegal (SEC, pourt costs and all other damages and expenses.
- 23. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and misases any and all rights and remedies. Mortgagor may now have or acquire in the future relating to:

A. homestead;

B. exemptions as to the Property;

C. appraisoment;

D. marshalling of lions and assots; and

E. statutes of limitations.

In addition, rademption 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 promium, cost

Mortgage REFLECTIVE PAVING 04/03/92
\*\* READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.\*\*

Initials

PAGE A

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or expense or the filing, imposition or attachment of any lien, judgment or ensurablence; 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;
  - B. 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 sole discretion, the interest of Bank in the Property.

Mortgagor agrees to Indemnity Bank and hold Bank harmless for all the amounts so puld and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

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 Mortgage, having the benefit of the lien and its priority. Mortgager agrees to pay and to reimburse Bank for all such payments.

## 28. GENERAL PROVISIONS.

- A. TIME IS OF THE ESSENCE. Time is of the easonce in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- B. NO WAIVER by JANK. Bank's course of dealing, or Bank's forboarance from, or delay in, the exercise of any of Bank's rights, remodies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgago, or other loan documents, shall not be construct 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 permit payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filled shall not constitute a various 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 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 deprive Bank of any rights, remodies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
- C. 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 file such further instruments or documents as may be required by Pank to secure the Note or confirm any lien.
- E. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- F. FORUM AND VENUE. In the event of litigation policy in g to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, 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 heim, 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 Mortgage.
- 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.
- DEFINITIONS. The terms used in this Mortgage, it not defined in colin, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Mortgage.
- J. PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, in any sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage.
- K. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held mentorceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.
- L. CHANGE IN APPLICATION. Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information.
- M. NOTICE. All notices under this Mortgago must be in writing. Any notice given by Bank & Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by flist class United States mail, postage propert, addressed to Mortgagor at the address indicated below Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor 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 acknowledges that this Mortgage also suffice the affinancing statement and as such, may be filled of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon, photographic or other reproduction of the Mortgage is sufficient as a financing statement.

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

MORTGAGOR:

PRANKJA, RUFFOLO Individualiy

PATRICIA RUFFOLO

Individually

Initials PR

Mortgage REFLECTIVE PAVING 04/03/92

\*\* READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.\*\*

STATE OF ILLINOIS	
COUNTY OF COOK A 42 99: Vil \	
On this in a day of agent, 1892, Yicke Laucker, a notary	public, certify that FRANK
A, RUFFOLO, husband of Fairicia Rutiolo, personally known to me to/de the same person wholie name is subscribed to	the foregoing instrument,
appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her)	free and voluntary act, for
the uses and purposes set faith.	
My commission in the commissio	
WICKLI RADIUHA	wa
NOTARY PUBLIC STATE OF RUNOIS	
STATE OF TENEDS DEC 18,1993	
89; / 1 /	
On this 500 day of again 1092, Wiche Chaucher, an	otary public, certify that
PATRICIA RUFFOLO, wite off Frank A. Ruttolo, personally known to me to be the same person whose name is sub	otary public, colling that
PARICIA HOPPOLO, WILL OF PIANTA A REMOVE, POINDING RIVEN HOW IN THE 18 TO PER THE BURGET WHOSE HISTORY IS SUIT.	senous to the low to east
Instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrum	dit as (ilistral) nos and
voluntary act, for the uses and purposes set forth.	1 1 1
Thy correct special services and the services and the services and the services are services as the services are services are services as the services are services are services are services as the services are services	auche
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This document was prepared by VORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

Please return this document after recording to WORTH STAKE & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 80482.

THIS IS THE LAST PAGE OF A 6 PAGE DOCUMENT, EXHIBITS AND/OR ADDENDA MAY FOLLOW.

Office Office

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated April 3, 1992, by and between the following parties:

MORTGAGOR:

FRANK A. RUFFOLO
15225 S. 71st Ava.
Orland Park, lilinois 60462
husband of Patricia Ruffolo
PATRICIA RUFFOLO
15225 S. 71st Ava.
Orland Park, lilinois 60462
wife of Frank A. Ruffolo

BANK:

WORTH BANK & TRUST an ILLI'. OIS banking corporation 6825 W. 111TH STREET WORTH, ICLINICIS 60482 Tax I.D. # 36-2147555

(as Mudgrgoo)

The properties hereinafter described fire those properties referred to in the Mortgage as being described in Exhibit "A":

THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THE NORTH 22 ACRES THEREOF AND NORTH 22 ACRES THEREOF AND NORTH 25 ACRES THEREOF AND NORTH 25 ACRES THEREOF AND NORTH 25 ACRES OF THE WEST 1/2 OF THE MORTH WEST 1/4 OF SAID SECTION AND EXCEPT THE WEST 70.00 FEET THEREOF TAKEN FOR HARLEM AVENUE, (EXCEPT FROM THE ABOVE THAT PART OF THE WEST 570.00 FEET LYING SOUTH OF THE NORTH 33.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS, PM 25/18-100-017

Initials 2