

GRANTOR
3-3707114

Bank of Homewood
2034 RIDGE ROAD
HOMWOOD, ILLINOIS 60430
(708) 798-6000

Palos Bank & Trust Company as
Trustee, under Trust Agreement
No. 1-1149 dated June 14, 1991
12600 Marles
Palos Heights, IL 60463
Telephone Number
448-4115

MORTGAGE

BORROWER	ADDRESS OF REAL PROPERTY
Casey Tool, an Illinois Limited Partnership 1104 East Bailey Road Naperville, IL 60565 <small>Telephone Number</small> 983-5960	10532 Ridge Cove Drive #18A Chicago Ridge, IL 60417

1. GRANT Grantor hereby mortgages, grants, assigns and conveys to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures, privileges, easements, and appurtenances, leases, for use and other agreements, rents, issues and profits, water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (collectively "Property").

2. OBLIGATIONS This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future indebtedness, liabilities, obligations and covenants (collectively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LINE	PAYMENTS/ AMORTIZATION DATE	MATURITY DATE	ORIGINAL NUMBER	LOAN NUMBER
VARIABLE	\$75,000.00	05/01/93	05/01/93	16-3707114	1636-18481

(b) all other present or future, written or oral, agreements between Borrower or Grantor and Lender (whether executed for the same or different purposes than the preceding documents).
 (c) all amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE This Mortgage and the Obligations described herein are executed and incurred for **BUSINESS** purposes.

4. FUTURE ADVANCES This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness to secured shall not exceed 200% of the principal amount stated in paragraph 2. **5. EXPENSES** To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES If checked, this Mortgage secures an indebtedness for construction purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS Grantor represents, warrants and covenants to Lender that:

- (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, created, discharged, stored, or disposed of any hazardous waste, toxic substance or related material (collectively "Hazardous Materials") in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute.
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and that such actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time.
- (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property.
- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFER OF PROPERTY Grantor shall not assign, convey, lease, sell or transfer (collectively "Transfer") any of the Property without Lender's prior written consent. Lender shall be entitled to withhold its consent to any such Transfer if Lender in good faith deems that the Transfer would increase the risk of the non-payment or non-performance of any of the Obligations.

9. INQUIRIES AND NOTIFICATION TO THIRD PARTIES Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Lender's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (collectively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the repayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the Indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

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12. USE AND MAINTENANCE OF PROPERTY. Grantor shall use all portions of the Property as they are needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. INSURANCE. The Property will be kept insured for its full value against all hazards including loss or damage caused by fire, collision, theft or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost as an advance of principal under the promissory note. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or ordering Grantor's name on any draft or negotiable instrument drawn by any insurer.

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceeding, and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, omission, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. These amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and internal notations contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records, at such times, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to its intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower, or any guarantor of any Obligation:
- (a) fails to pay any Obligation to Lender when due;
 - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
 - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 - (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which is illegal;
 - (f) causes Lender to deem itself insecure in good faith for any reason.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
- (b) to collect the outstanding Obligations with or without resorting to judicial process;
- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (d) to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
- (e) to collect all of the rents, issues, and profits from the Property from the date of default through the expiration of the last redemption period following the foreclosure of this Mortgage;
- (f) to apply for and obtain, without notice and upon ex parte application, the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (g) to foreclose this Mortgage;
- (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

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Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

92273613

LENDER BANK OF BIRMINGHAM
 BY *Mark...*
 TITLE *...*

GRANTOR
 BY
 TITLE

GRANTOR *Barbara A. Panther*
 BY *Barbara A. Panther*
 TITLE *Trust Officer*

GRANTOR *Barbara A. Panther*
 BY *Barbara A. Panther*
 TITLE *Trust Officer*

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UNOFFICIAL COPY

Recorded or mailed to: BANK OF ROCKWOOD, 2034 RIDGE ROAD, ROCKWOOD, IL 60430

The document was prepared by: Title Lath/BRI

92373613

Property of Cook County Clerk's Office

SCHEDULE B

DATE 12-8 IN RIDGE COVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: part of Lot 7 in County Clerk's Division of the Northwest 1/4 of Section 18, Township 37 North, Range 13 of the Third Principal Meridian, also certain lots in Stony Creek Terrace, being a subdivision in the Northwest 1/4 of Section 18, Township 37 North, Range 13 East of the Third Principal Meridian, which survey is attached as Exhibit 'D' to the Declaration of Condominium recorded as Document Number 89267135 together with its undivided percentage interest in the common elements in Cook County, Illinois.

The legal description of the Property is:

The permanent tax identification number of the Property is: 26-12-12-101-097-1008 & 999-1008

10532 RIDGE COVE DRIVE #12A
CHICAGO RIDGE, IL 60417

The street address or the Parcel ID (if applicable) is:

SCHEDULE A

OFFICIAL SEAL
NARY KAY BURKE
Notary Public, State of Illinois
Commission Expires 12/31/92

Commission expires: August 31, 1992

Nary Kay Burke
Nary Public

(Given under my hand and official seal, this 14th day of May)

free and voluntary act, for the use and purpose herein set forth.

the X signed, sealed and delivered the said instrument as their

names are subscribed to the foregoing instrument,

personally known to me to be the same person

5 whose names are

CERTIFY that Jeffrey C. Scheiner and Barbara A.

a notary public in and for said County, in the State aforesaid, DO HEREBY

1 Nary Kay Burke

County of Cook

State of Illinois

Commission expires: _____

Nary Public

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

free and voluntary act, for the use and purpose herein set forth.

he signed, sealed and delivered the said instrument as

appeared before me the day in person and acknowledged that

name subscribed to the foregoing instrument,

personally known to me to be the same person

whose names are

CERTIFY that _____

a notary public in and for said County, in the State aforesaid, DO HEREBY

County of _____

State of _____

PROPERTY OF COOK COUNTY CLERK'S OFFICE
SEE REVERSE SIDE FOR SIGNATURE AND NOTARIAL SEAL
HEREIN AND MADE A PART HEREOF

SEE REVERSE ATTACHED AND MADE A PART OF MORTGAGE L-3149 DATED 5/1/92
RELATING TO REAL ESTATE HELD UNDER TRUST NO. 1-3149 PALOS BANK AND
TRUST COMPANY, AS TRUSTEE.

This mortgage is executed by Palos Bank and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Palos Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, of any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signor, endorser or guarantor of said note.

Exculpatory Clause Mortgage