

3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$20,000.00, provided, however, that nothing contained herein shall constitute a commitment to

However, the Mortgage will not secure another debt:
A. If the Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
B. If Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

E. Borrower's performance of the terms in the Note or Loan, Mortgage's performance of any terms in the Mortgage, and Borrower's and Mortgage's performance of any terms in any deed of trust, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.
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 Mortgage's, behalf as authorized by the Mortgage and liabilities as guarantor, endorser or surety, 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 several.
C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred, by Bank pursuant to this Mortgage, plus interest (as hereinafter provided for in the Note computed on a simple interest method).
B. All future advances by Bank to Borrower, to Mortgage, to any one of them or to any one of them or to any one of them or to any one of them referred to in the supergraph(s) below, whether or not the Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness.
A. A mortgage note, No. 3321, (Note) dated May 28, 1993, and executed by JACK L. HELLER, and EDITH HELLER (Borrower) payable in monthly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$10,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.

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

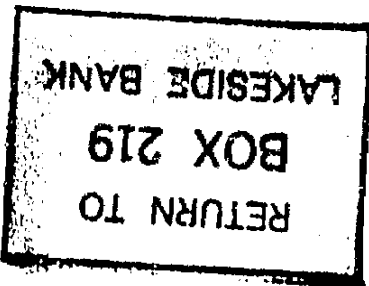
LAKESIDE BANK
an ILLINOIS banking corporation
141 W. Jackson Blvd, Suite 1212
Chicago, Illinois 60604
Tax I.D. # 38-2863614
(as Mortgage)

MORTGAGOR:
JACK L. HELLER
1015 BRENTWOOD CIRCLE
BUFFALO GROVE, ILLINOIS 60089
HUSBAND OF EDITH HELLER
EDITH HELLER
1015 BRENTWOOD CIRCLE
BUFFALO GROVE, IL 60089
WIFE OF JACK L. HELLER

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is May 28, 1993, and the parties and their mailing addresses are the following:

REAL ESTATE MORTGAGE
To Secure a Loan
From LAKESIDE BANK
(secured by a First Lien on Real Estate)

(Space above this line for recording purposes)



PROPERTY ADDRESS : 1015 BRENTWOOD CIRCLE
BUFFALO GROVE, IL 60089
P. I. N. : 03-08-201-038

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3321

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- 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, surety or guarantor under any of the terms of the Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed of trust, deed of trust, turn deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
- C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgage, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor 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 liquidation or existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgage, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor 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, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property (as herein defined) is impaired; or
- G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium or escrow, escrow deficiency on or before its due date; or
- H. A material adverse change in Mortgage'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 Mortgage's money or property; or
- J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgage except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".

EVENTS OF DEFAULT. Mortgage shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):

In addition to the covenants and terms herein contained and not in limitation thereof, Mortgage covenants that Mortgage will not in any case cancel, a bridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept preparation of instruments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgage fails or refuses to comply with the provisions of the paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by the Mortgage, any person succeeding to the interest of Mortgage as a result of such enforcement shall not be bound by any payment of rent or additional rent 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 Mortgage and Mortgage shall provide 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.

ASSIGNMENT OF LEASES AND RENTS. Mortgage hereby irrevocably assigns as additional security all present and future leases, rents, issues and profits. Mortgage also covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future lease of the Property. In case Mortgage 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, attorney's fees and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgage to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

LIENS AND ENCUMBRANCES. Mortgage warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: THIS PROPERTY IS SUBJECT TO A PRIOR LIEN. Mortgage agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgage may in good faith contract any such lien, claim 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 foreclosure or execution.

INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from May 28, 1993, on the unpaid principal balance at the rate of 8% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall continue to bear interest at the Contract Rate until the Note is paid in full. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actuarial method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

Such property constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooking, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, leases, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including riparian rights and all other rights, together with the rights, privileges and appurtenances thereof, shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereof, unto Bank forever to secure the Obligations. Mortgagee hereby warrants and defends the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagee further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

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

CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and conditions in the Mortgage), Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

all or future loans or advances in any amounts.

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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 Mortgage, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

- A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;
- B. the creation of a purchase money security interest for household appliances;
- C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- D. the granting of a leasehold interest of three years or less not containing an option to purchase;
- E. a transfer to a relative resulting from the death of Mortgage;
- F. a transfer where the spouse or child of Mortgage becomes an owner of the Property;
- G. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of Mortgage becomes an owner of the Property;
- H. a transfer into an inter vivos trust in which Mortgage is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or duction to executor; or
- I. any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision (12 CFR 561 et seq) on account of which a transfer is prohibited from existing a due-on-sale clause.

11. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagee hereby consents in such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any amount 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, etc. expense or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

12. PROPERTY OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payment(s).

13. INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgage Clause" and where applicable, "Loss Payee Clause", which shall name 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, termination 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 lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagee shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagee fails to promptly do so.

Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagee fails 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. Mortgagee shall not squander 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 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. Mortgagee 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.

15. CONDITION OF PROPERTY. As to the Property, Mortgagee shall:

- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
- B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property or improvements thereon;
- C. not cut or remove, or permit to be cut or removed, any wood or 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 Property to become subject to or contaminated by or with waste, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

16. REMEDY 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 foreclosure 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.

17. 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 Mortgage, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:

- A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;
- B. the creation of a purchase money security interest for household appliances;
- C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- D. the granting of a leasehold interest of three years or less not containing an option to purchase;
- E. a transfer to a relative resulting from the death of Mortgage;
- F. a transfer where the spouse or child of Mortgage becomes an owner of the Property;
- G. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of Mortgage becomes an owner of the Property;
- H. a transfer into an inter vivos trust in which Mortgage is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or duction to executor; or
- I. any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision (12 CFR 561 et seq) on account of which a transfer is prohibited from existing a due-on-sale clause.

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B. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest prior to that of Bank's lien interest;

A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest prior to that of Bank's lien interest;

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:

24. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense of the thing, impaction or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. The Mortgage shall continue as a lien on any of the property not sold or foreclosed for such unpaid balance of the Obligations.

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

- A. homestead;
- B. exemptions as to the Property;
- C. appraisement;
- D. marshaling of liens and assets; and
- E. status of limitations.

22. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases a) and all rights and remedies Mortgagor may now have or acquire in the future relating to:

22. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, the Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorney's fees, paralegal fees, court costs and all other damages and expenses.

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, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate 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. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any process 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.

20. ATTORNEYS' FEES. In the event of any suit or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorney's fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorney's fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

19. COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication, foreclosure notices, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

18. PROTECTION OF BANK'S SECURITY. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, the Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Bank, at Bank's sole option, may make such appearance, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.

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.

16. SPECIAL INDEMNIFICATION. Mortgagor agrees to protect, indemnify, defend and hold Bank harmless to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental responses and/or clean-up costs, fines, penalties and expenses, including, without limitation, reasonable attorney's fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagor; 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 resource including damages to air, surface or ground water, soil and biota; and any private suits or court injunctions.

Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants, and Mortgagor warrants fully intending Bank to rely upon it in extending the Loan to Borrower.

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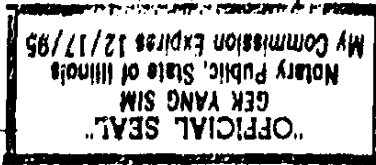
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PLEASE PRINT ANY PAGE WHICH FOLLOWS FOR ANY REMAINDER OF THIS INSTRUMENT



Signature of Gek Yang Sim, Notary Public

On this 1st day of June, 1993, Gek Yang Sim, Notary Public, certify that JACK L. HELLER, HUSBAND OF EDITH HELLER, personally known to me to be the same person whose 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 use and purpose set forth. My commission expires:

STATE OF ILLINOIS

EDITH HELLER
Individually

Signature of Edith Heller

JACK L. HELLER
Individually

Signature of Jack L. Heller

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

N. FILING AS FINANCING STATEMENT. Mortgagor agrees and acknowledges that the Mortgage also serves as a financing statement and as such, may be filed 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.

M. NOTICE. All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, 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.

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

K. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be severable only and shall not be dispositive in interpreting or construing this Mortgage.

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

I. DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents applicable to all genders.

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

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

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

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.

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

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

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.

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

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 the loan and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorney's fees and paralegal fees.

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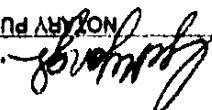
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THIS IS THE LAST PAGE OF A 8 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.
Please return the document after recording to LAKEVIEW BANK, 141 W. Jackson Blvd. Suite 1212, Chicago, Illinois 60604.

This document was prepared by LAKEVIEW BANK, 141 W. Jackson Blvd. Suite 1212, Chicago, Illinois 60604.

OFFICIAL SEAL
GEEK YANG SIM
Notary Public, State of Illinois
My Commission Expires 12/17/95

NOTARY PUBLIC



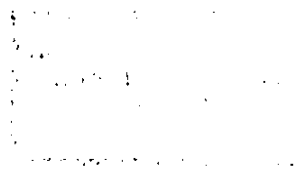
On the 15th day of June, 1993, GEEK YANG SIM, a notary public, certify that EDITH HELLER, WIFE OF JACK L. HELLER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me the day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the use and purpose set forth.
My commission expires:

STATE OF ILLINOIS

as:

UNOFFICIAL COPY

Property of Cook County Clerk's Office



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Initials

934 337



Property of Cook County Clerk's Office

UNIT 9-8 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COVINGTON MANOR CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT #27412916, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. : 03-08-201-038
PROPERTY ADDRESS : 1015 BRENTWOOD CIRCLE
BUFFALO GROVE, IL 60089

The properties herein described are those properties referred to in the Mortgage as being described in Exhibit "A":

LAKESIDE BANK
an ILLINOIS banking corporation
141 W. Jackson Blvd. Suite 1212
Chicago, Illinois 60604
Tel. (312) 38-2535/14
(as Mortgage)

BANK:

JACK L. HELLER
1015 BRENTWOOD CIRCLE
BUFFALO GROVE, ILLINOIS 60089
HUSBAND OF EDITH HELLER
EDITH HELLER
1015 BRENTWOOD CIRCLE
BUFFALO GROVE, IL 60089
WIFE OF JACK L. HELLER

MORTGAGOR:

The EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated May 28, 1983, by and between the following parties:

EXHIBIT "A"

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RETURN TO
BOX 219
LAKE SIDE BANK

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