## RECORDATION REQUESTED BY:

First Coloniel Bank of Like County 860 N. Milwaukes Ave. Vernon Hills, IL 60

## WHEN RECORDED MAIL TO:

First Colonial Bank of Laks County

860 N. Milleraukse Ave.

MRIC

COOK COUNTY R100 = CRJESSE MATE

skokie childe

67/29/93

BOOS MCH 10:27 RECORDIN 4 29.00

MAILINGS 4 0.50

93601033 #

07/29/93 0009 NCH 10:27 SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED JUNE 5, 1993, between Melvin A. Blum and Lenore S. Blum, husband and wife, whose address is 227 Greenleaf Avenue, Witmette, IL 60091 (referred to below as "Grantor"); and First Colonial Bank of Lake County, whose address is 850 N. Milwaukee Ave., Vernon Hills, IL. 60061 (referred to below as "Lender").

GRANT OF MORTGAGE. Fo valuable consideration, Grantor mortgages, warrants, and conveys to Lander all of Grantor's right, title, and interest in and to the following description real property, together with all existing or subsequently erected or affixed buildings, improvements and Extures; all essements, rights of way, and expertenances; all water, water rights, watercourses and clich rights (including stock in utilities with clich or impation rights); and all other rights, royal at and profits relating to the real property, including without similaring as minorals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT 7 IN BLOCK 15 IN LAKE SHORE ADDITION TO WILMETTE, IN TOWNSHIP 42 NORTH, RANGE 13. EAST OF THE THIRD TRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 227 Greenless Avenue, Wilmette, IL. 60091. The Real Property tax identification number is 06-35-112-077.

Grantor presently assigns to Lender all of Grantor's light, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Comme cial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniforn. Ammercial Code. At references to dollar amounts shall mean amounts in leadul money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean (in) revolving line of credit agreement dated June 5, 1993, between Lender and Granfor with a credit limit of \$180,000.00, together with all reviews of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the ravolving line of credit is a variable interest rate based upon an index. The index currently is 6.000% per annum. The interest rate to be applicable to the outstanding account balance shall be at a rate equal to the index. owing medimum rate. Under no circumst no a shall the interest rate be more than the leaser of \$8.000% per annum or subject however to the following the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the inur/is these described below in the Existing Indebtedness section of this Mortgage.

Grantor, The word "Grantor" means Mehvin A. Blum and Lenore S. Blum. The Crantor is the mortgage: under this Mortgage.

Quarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, surelies, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation and future improvements, flutures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other constitution on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the payable and Agreement and any amounts exp advanced by Lander to discharge obligations of Grantor or expenses incurred by Lander to uniform obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limit from this Mortgage secures a revolving line or credit and shall secure not only the amount which Lander has presently advanced to Grantor in fer the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Cradit Agreement within brenty (20) years from the dute of this Mortgage to the same extent as it such future advance were made as of the date of the execution of this Mortgage. The revolving line of Mortgags to the same extent as it such future advances were made as of the date of the excellution into which the formal please of the credit obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the Total on that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or Jum as provided in the Credit Agreement, any smounts expended or advanced as provided in the paragraph, shell not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender (Left) this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any interesting the balance. Intermediate balance

Lender. The word "Lender" means First Colonial Bank of Lake County, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without fimilation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, Fixures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without fimilation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation oil promissory notes, credit agreements, to agreements, guerantes, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means at present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lander all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

THE DIAND TITLE

Possession and Use. Until in detault, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

Plazardous Substances. The larms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehershe Environmental Response, Compression, and Liabitly Act of 1980, as arranded, 42 U.S.C. Section 9801, et seq., ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–48 arranded, 42 U.S.C. Section 8901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waster and "hazardous substance" shall also include, without flustion, petroleum and petroleum by—products or any fraction thereof and asbersios. Grantor represents and warrants to Lender their. (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threetened release of any hazardous waste or substance by any person on, under or about the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (B) any accusal or threatened litigation or claims of any kind by hazardous waste or substance by any prior owners or occupants of the Property or (B) any accusal or threatened litigation or claims of any kind by hazardous waste or substance on, under, or about the Property and (B) any such activity shall be conducted in compleance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor activity and the foreign of the Property with this section of the Property to make such inspections or less as Lender and its apents to enter upon the Property to make such in

Nutsence, Waste. Grantor shall not cruse, conduct or permit any nuisance nor commit, permit, or suffer any simpping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (...cluding oil and gas), soil, gravel or rock products without the prior written corsent of Lender.

Removal of Improvements. Grantor shat not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any insprovements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at Least equal value.

Lender's Right to Enter. Lender and its agent and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposs of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Gran's shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the ise or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any moseding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole op nion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably self-activy to Lender, to protect Lender's interest.

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

DUE ON SALE -- CONSENT BY LENDER. Lender may, at its option, declare it immediately due and nayable all sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the filest Property, or any interest in the Real Property. A "sale or transfer means the conveyance of Real Property or any right, the or interest therein; whe're lend or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, lend contract, contract for deed, lease or interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land rural holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership. Jansfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Morigage.

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

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a goor, raith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of no ipay lient, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, seed a discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory? Under in an amount sufficient discharge the lien plus any costs and altorneys' fees or other charges that could accrue as a result of a forededum or safe under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement again. (The Property, Grantor shall name Lender as an additional obligee under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes of a sessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or insterials. Grantor will upon request of Lender turnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Granter shall procure and maintain policies of fire incurance with standard extended coverage endorsoments on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a slipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area dissignated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Granior shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Granior tails to do so within lifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lieu affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Granior shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Granior from the proceeds for the reasonable cost of repair or restoration if Granior is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be peld to Granior.

Unexpired issurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

93601033

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

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

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of ell liens and ancumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any life insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lander in connection with this Mortgage, and (b) Gra right, power, and authority to execute and deliver this Mortgage to Lender.

Defence of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the Detends of 1887. Appect to the exception in the paragraph above, Gramor warrants and will torriver detend the to the Property against the tearful claims of all riversons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor ships defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered. (In Lender such instruments as Lender may request from time to time to permit such perticipation.)

Compliance With Law . Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of commental authorities.

EXISTING INDESTEDNESS. The for using provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Air rigage securing the Indebtedness may be secondary and inferior to an axisting lien. Grantor expressly coverants and agrees to pay, or see to pay, or see to pay, or see to pay, or see to pay and indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not entire it to any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which the agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future a transes under any such security agreement without the prior written consent of Lender

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in ties of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net process, expenses, and attorneys' fees incurred by Lender in connection with t'w condemnation

. If any proceeding in condemnation is filed, Granton, helt promptly notify Lender in writing, and Granton shall promptly take such steps as may be necessary to defend the action and obtain the Iwaru. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it ( on time to time to permit such participation. a as may be requested by it ( on time to time to permit such perficipation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charge Lipon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's han on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, per cang or continuing this Mortgage, including without firmation all taxes, fees, documentary stamps, and other charges for recording or registering this Mixing pe.

Taxes. The following shall constitute laxes to which this section applies: (a) a specific tax  $\omega$ -pon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor  $\psi$  at thorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage charge ble against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of  $\psi$  and  $\psi$  and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same affect as an Event of Default (as defined below), and Lender may axercise any or all of its available remedies for an Event of Default as provided below unless Grantor either. (a) pays the tax before it becomes delinquent, or (b) contests the tail is provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surely bond or other security satisfactory to Londer.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to this Mortgage at a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes or other personal properly, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amend of the limit to fine

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other acting is requested by Lender to security interest. Open request by Lender, Grantor shall allacture immoning statements and development of the virtual to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Michigal in the real property records, Lender may, at any time and without further authorization from Grantor, the associated counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or confinuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lende

Addresses. The making addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgags.

Further Assurances. At any time, and from time to time, upon request of Lander, Grantor will make, execute and deliver, or will cause to be Further Assurances. At any time, and from time to time, upon request of Lander, Grantor will make, exacute and deliver, or will cluste to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refled, or rescorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificative, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectually, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by sew or agreed to the contrary by Lender in writing, Grantor shall relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the nethe of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statement of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a tale statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment

lerms of the credit line account. (c) Grantor's action or inaction adversely affects the colleteral for the credit line account or Lender's rights in the colleteral. This can include, for example, failure to meintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another tien, or the use of funds or the dwelling for prohibited purposes.

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

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

NCC Remedies. With respect to all or any part of the Personal Property, Lander shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpeid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney—in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect are Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages is job section or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appointment value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

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

Deficiency Judgment. If her niffed by applicable law, Londer may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all r no into received from the exercise of the rights provided in this section.

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

Sale of the Property. To the extent permitted by applicable taw, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be tree to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at an right sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reconship notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with the provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to risks to penditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right. To declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or aution 'un nforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' feris, at that and on any appeal. Whether or not any court action is involved, at reasonable expenses incurred by Lender that in Lender's opinion to recessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's alterneys' fees and Lender's legal expenses vitather or not liver is a lawsuit, including attorneys' fees for pankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), apperis and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), survey or imports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, Including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if maller, shill be deemed effective when decosited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the heginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal writin notice to the other parties, ser difficiently and the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority for this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender kit/2mmd at all times of Grantor's current address.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No affection of or amendment to this Mortgage shell be effective unless given in writing and signed by the party or parties sought to be charged or bound by the affection or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lander in the State of If innis. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Morigage are for commence purposes only and are not to be used to interpret or define the provisions of this Morigage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

tauritiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricted and enforceable.

Successors and Assigns. Subject to the Smitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inuse to the benefit of the parties, their successors and assigns. If ownership of the Properly becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and banefits of the homestead exemption laws of the State of Blinois as to all Indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Mortgage (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Mortgage shall not constitute a walver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior walver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a walver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X TO SHOW A SHOW

X MAN PROPERTY OF THE PARTY OF

Anne Deuster, First Coloniel Bank 850 N. Alliwaukse Avenue Vernon Hille, IL 60061 This Mortgage prepared by: INDIVIDUAL ACKNOWLEDGE FILIAL SEANNE DEUSTER NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 07/06/96 186 COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Metvin A. Blum and Lanore 8. Blum, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. 5th day of June Given under my hand and official seal this

By QUIL TOUSE Residing at Mundelein, IL A OF COOK COUNTY CLORES OFFICE My commission expires 6-10-93 

LASER PRO, Reg. U.S. Pat. & T.M. (2) Vyr. 3.16 (c) 1883 CF1 Bankers Service Group, Inc. Altrights reserved. (EL-G03 BLUMMRPBLHILLIONL)