

# UNOFFICIAL COPY

## REAL ESTATE MORTGAGE

Made April 15, 1993  
By William F. O'Brien & Janice O'Brien, his wife & William E. O'Brien  
whose address is 820-822 Williams Street, Calumet City, Illinois  
(the "Mortgagor") and First of America Bank Northeast Illinois, N.A.  
a National Banking Association whose address is  
325 N. Milwaukee Avenue, Libertyville, Illinois  
Illinois (the "Mortgagee"). Mortgagor or Same as Above

is justly indebted to Mortgagee  
in the principal sum of Three Hundred Fifty Four Thousand Two Hundred  
is Ninety Five & NO/100—\$ 354,295.00 Dollars evidenced by a certain promissory  
note of even date herewith (the "Note") whereby the obligor promises to pay the Note, interest at the rate  
provided in the Note and late charges and prepayment premiums, if any, all of which sums, if not sooner  
paid, are due and payable on June 3, 1997.

FOR VALUE RECEIVED, the Mortgagor mortgages and warrants to Mortgagee the real estate located in  
the Village of Calumet City

County of Cook State of Illinois, described on Exhibit "A" attached hereto,  
together with the easements, improvements, hereditaments, and appurtenances, now or hereafter belonging  
thereto, and the rents, income and profits therefrom and all fixtures now or hereafter attached to or used  
in connection therewith, and all equipment, building materials, machinery, engines, boilers, elevators, and  
plumbing, electrical, heating, air conditioning, ventilating and mechanical equipment and all of which equipment  
and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property being collectively termed the "Equipment") and deemed  
to be fixtures and a part of the realty, the foregoing being collectively referred to herein as the "Premises".

TO SECURE the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations  
of this Mortgage and the Note, and all extensions, modifications and renewals thereof, and for the purpose of further securing the payment of any and all sums, indebtedness and liabilities  
of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder or assignee of the Note or this Mortgage or under any other  
instrument, obligations, contracts or agreements, or documents of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or otherwise  
and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in the Note and in any other agreements by and between the parties  
herein, and including all present and future indebtedness incurred or arising by reason of a guaranty by Mortgagor of present or future indebtedness or obligations of  
third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals  
or extensions of any of the foregoing (hereinafter collectively with the Note called the "Indebtedness"), and further to secure the prompt and faithful performance and observance by  
the Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to any and all instruments, obligations  
contracts or agreements entered into or to be entered in the future between the Mortgagor and the Mortgagee.

Mortgagor hereby covenants, warrants and agrees as follows:

- 1 To pay the sum of money mentioned in the Note and the interest thereon, and to also pay or cause to be paid, the Indebtedness at the time and in the manner described therein
- 2 If required by Mortgagee, to make monthly deposits with Mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable  
of a sum equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the Premises and insurance premiums, all as  
estimated by Mortgagee, but with an initial payment into escrow which initial payment, together with such subsequent monthly payments, will be sufficient to pay such estimated  
taxes and assessments and insurance premiums as and when they become due and payable. Such deposits shall be applied by Mortgagee to the payment of such taxes and  
assessments and insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premiums when due shall be payable by  
Mortgagor on demand. Upon any default under this mortgage, Mortgagee may apply any funds in said account to any obligation then due under this mortgage. The enforceability  
of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided will not be affected except insofar as the obligations thereunder shall have  
been actually met by compliance with the terms of this paragraph. Mortgagee may at any time hereafter at its option waive, and after such waiver reinstate, any or all of the  
provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Mortgagor in writing  
of such waiver or reinstatement. While any such waiver is in effect, Mortgagor will pay taxes, assessments and insurance premiums for which monthly deposits have been  
waived as elsewhere provided in this mortgage.
- 3 So long as any part of the Indebtedness shall be unpaid, to remove from said premises all statutory lien claims, to protect the title and possession of said real estate, and  
to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments, general and special, now existing  
or hereafter levied or assessed upon said real estate or the interest therein created by this mortgage, or which by the laws of Illinois may be levied or assessed against said  
Mortgagee or its mortgage interest in said land, or the Indebtedness or upon this mortgage, and deliver to the Mortgagee satisfactory evidence of payment thereof.
- 4 To abstain from the commission of waste on the Premises and to keep the buildings thereon and the Equipment in good repair, to promptly comply with all statutes, ordinances,  
regulations and requirements of all departments of government affecting the Premises. Subject to the provisions of paragraphs 5 and 18, the Mortgagor will promptly repair,  
restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or  
which may be affected by any proceeding of the character referred to in paragraph 9. The Mortgagor will not initiate, join in or consent to any change in any private restrictive  
covenant, zoning ordinance, or other public or private restrictions, limiting the uses which may be made of the Premises or any part thereof.
- 5 To keep said buildings, and any which may hereafter be erected upon the Premises and the Equipment insured against loss or damage by fire and such other hazards or risks  
as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee but not less than 100% of the full insurable value, in such insurance  
company or companies as the said Mortgagee, its successor or assigns, may approve, and to deliver to said Mortgagee, as additional security hereto, the policies of such insurance  
and of any additional insurance which shall be taken out upon such buildings and the Equipment while any part of the Indebtedness shall remain unpaid, having attached to  
said policies such mortgage indemnity clauses as said Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall  
expire. All such insurance carried shall be satisfactory to Mortgagee. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgagee as its interest  
shall appear at the time of loss, shall be in a form and substance acceptable to Mortgagee, and shall be delivered to Mortgagee. Each such policy shall provide that at least  
ten (10) day's prior written notice of any cancellation of, or any material change in, such insurance shall be given Mortgagee by the insurer. Any sum which may become due  
under any such policy may be applied by Mortgagee, at its option, either to reduce the Indebtedness or to repair or replace the improvements covered by said policy. In the  
event of any loss or damage to the Premises, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee shall have the right to make proof of such loss or  
damage. If Mortgagor does not promptly do so, all proceeds payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly  
to Mortgagee and the Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any such policy. Mortgagee may procure and substitute  
for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgagor fails to replace any  
such insurance within ten days after being notified that the insuring company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance  
shall thenceforth, and until the period of redemption shall expire, be made payable to the purchaser at sale, and in such event said Mortgagee is hereby authorized to collect  
the unearned premium on any such policy as it may cause to be cancelled and apply such premium towards the payment of premium on any such new insurance so payable  
to the holder of such certificate.
- 6 In case Mortgagor shall neglect or refuse to keep the Premises in good repair and condition, to pay promptly when due all taxes and assessments as aforesaid, or to remove  
any statutory liens on the Premises, or to keep the buildings, the Equipment and improvements insured as aforesaid, and deliver the policy or policies of insurance, or the  
renewals thereof, to Mortgagee, as aforesaid, then Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees and  
expenses thereon, redeem the Premises which may be sold or forfeited for taxes or assessments, with the accrued interest, penalties, officer's fees and  
expenses thereon, purchase any tax title thereon, remove any tax title thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and  
keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time as Mortgagee may deem proper. Any sums which may be so paid out by Mortgagee  
and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the Premises, when necessary to protect  
the lien hereof, shall bear interest from the dates of such payments at a rate equal to the highest rate set forth in the Note, shall be paid by Mortgagor to Mortgagee upon  
demand and shall be deemed a part of the Indebtedness, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax title so purchased, paid  
or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity  
of any such payments be disputed.

DEPT-01 RECORDING

THURSDAY APRIL 16, 1992 08:49:09  
#2120 # \*-93-625741

COOK COUNTY RECORDER

(FOR RECORDER'S USE)

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28. Mortgagor at the request of the Mortgagor or because the Mortgagor or his appraiser has requested it, shall pay all costs of appraisal or re-appraisal.
29. If the Mortgagor shall incur or expect any costs, including reasonable attorney's fees, whether or not paid, will any action be commenced by the Mortgagor or his attorney, or to protect or enforce any of his rights hereunder, against the Mortgagor or his attorney, or to collect any amount due under the Note or the Mortgage, or for any appraisal or re-appraisal of the Premises, or for any costs of collection, or for any expenses of the Mortgagor, or for any other expenses, all of which shall be a debt of the Mortgagor, and shall be deemed to be incurred by the Mortgagor and evidenced by the Note.
30. The rights of the Mortgagor arising under the clauses and covenants contained in this Mortgage, shall be separate, distinct and apart from the rights of the others, that are held by the Mortgagor, that he construed as an election to proceed under any one provision herein to the exclusion of any other, or otherwise to the contrary notwithstanding.
31. This mortgage can not be changed except by agreement in writing signed by the parties, and which is in addition to the original mortgage.
32. If any provision of this mortgage shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent of such prohibition or unenforceability, and the remainder of the provision shall not be affected by the remaining provisions hereof.
33. Nothing contained in this Mortgage, or any exhibit, attached hereto, or any agreement or instrument attached to this Mortgage, shall be construed to create a partnership or joint venture between the Mortgagor and Mortgagor, or between Mortgagor and any other person, and the Mortgagor is not responsible in any way for the debts or obligations of the Mortgagor or any other person holding the Agreement or attachment under the Mortgage, or for the Mortgagor or any other person, or an owner, or operator of the Premises.
34. Any appraisals of the Mortgagor's property or evaluation of the property made by the appraiser retained by the Mortgagor, or any other person, or any credit from the Mortgagor to the Mortgagor, are for the sole benefit of the Mortgagor and do not constitute representation of the worth of the property to the Mortgagor or the Mortgagor.
35. This mortgage shall be governed by Illinois law.
36. The prenuptial and relative words herein used shall be treated as "Transfer" or "the spouse" plus "Tenants in Common" if appropriate, unless otherwise specifically provided.
37. Additional Provisions. All this section is left blank. There are no additional provisions.

IN WITNESS WHEREOF, May 13, has executed this Mortgage  
the day and year first above written.

WILLIAM F. O'BRIEN  
X William F. O'Brien WILLIAM F. O'BRIEN  
X Janice K O'Brien JANICE K. O'BRIEN  
X William E. O'Brien WILLIAM E. O'BRIEN

STATE OF ILLINOIS

1

COUNTY OF Cook

1

On this

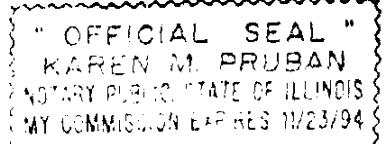
46<sup>th</sup>

of the month of May, in the year of our Lord

William F. O'Brien, Janice K.

O'Brien and William F. O'Brien

- Individual To be known to be the person described and who is to receive the benefit of the same, and who is to be liable for the same, and who executed the same.
- Partnership To be known to be a partner in the partnership described in the Note, which partnership may consist of two or more persons, but such partnership did not exceed the same.
- Corporation To be known to be a member in the corporation described in the Note, who executed the foregoing instrument, and who is to be liable for the same, and who executed the same.



My Commission Expires

THIS DOCUMENT DRAFTED BY

RECEIVED IN THE

## EXHIBIT A

TO

## REAL ESTATE MORTGAGE

### Description of Real Estate

Tax Identification Number: 30-19-201-068  
30-19-201-069

LOTS 1 AND 2 EXCEPT THAT PART OF LAND NOT UTILIZED FOR HIGHWAY IN SCHRUM'S VILLAGE, BEING A SUBDIVISION OF THE NINETEEN HUNDREDTHREE ACRES FIFTY FEET, OR THIRTY-FIVE FEET, FORTY-NINE FEET, EIGHT-INCHES, SECTION 19, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 821 RIVER OAKS DRIVE, GRAYMEADOW, ILLINOIS.

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7. The Mortgagor's failure to pay any insurance premium, policy, coverage or any of the expenses or liability, a party taxes or assessments, or both, assessed against the Premises, or any installments thereof, before any interest or penalty for nonpayment attaches thereto, shall constitute cause and the Mortgagor agrees to and hereby does consent to the appointment of a receiver with such powers as the court making such appointment shall confer.
- Payment by the Mortgagee for and on behalf of the Mortgagor of any such delinquent tax, assessment or insurance premium, properly payable by Mortgagor under the terms of this mortgage, shall not cure the default herein described nor shall it in any manner impair the Mortgagee's right to the appointment of a receiver or a court thereon.
8. As additional security for payment of the indebtedness, interest thereon, insurance premium, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, the Mortgagor hereby assigns to Mortgagee, the rents, issues and profits of the Premises, and in the event of a default in the terms, conditions, covenants or promises contained in this mortgage or in the Note, Mortgagee may receive and collect said rents, issues and profits so long as such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, provided, however, that Mortgagee as a result of the receipt and collection of such rents, issues and profits shall not be deemed in owner or operator of the Premises, as may be defined in any state or federal environmental law or regulation. As of the date of this mortgage, as additional security, Mortgagor hereby assigns to Mortgagee all written or oral leases, whether now in existence or which may hereafter come into existence during the term of this mortgage, or any extension hereof, and the rents thereunder, covering the Premises. The collection of rents by Mortgagee shall in no way waive the right of the Mortgagee to foreclose this mortgage in the event of said default or defaults. This assignment of rents shall run with the land and be good and valid as against the Mortgagor herein, or those claiming by, under or through the Mortgagor, from the date of the recording of the instrument. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period, for the payment of such deficiency.
- The Mortgagor will not assign the whole or any part of the rents, income or profits arising from the Premises without written consent of the Mortgagee.
- In the event of default in any of the terms, conditions or covenants of this mortgage, the Mortgagor shall, upon demand, Surrender made by the Mortgagor, deliver and surrender possession of the Premises to the Mortgagee, who shall thereafter collect the rents and income therefrom, rent or leave the premises or portion thereof upon such terms and for such time as it may deem best, terminate any tenancy and commence proceedings to recover rents or possession of the Premises from any tenant or trespasser.
- In the event that the Mortgagor fails, refuses or neglects to deliver or surrender such possession, the Mortgagee shall be entitled to the appointment of a receiver of the Premises and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment may confer.
9. Notwithstanding any taxing by eminent domain, or injury to or decrease in value of the Premises, by any public or quasi-public authority, the Mortgagor shall continue to pay interest on the entire principal sum secured by this Mortgage until any such award or payment shall have been actually received by the Mortgagor and no reduction of principal shall be deemed to take effect until such receipt. Any such award or payment may, at the option of the Mortgagee, be retained and applied by the Mortgagee, toward payment of the indebtedness. If prior to any receipt by the Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this mortgage, the Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not such deficiency judgment on this mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment. The Mortgagee is hereby appointed attorney-in-fact for the foregoing purpose and as such is duly authorized and empowered to receive, receipt for, discharge and satisfy any such award or judgment, whether joint or several, on behalf of the Mortgagor, which said receipt, discharge and satisfaction shall be legally effective and binding as if given directly by the Mortgagor; provided, however, that nothing herein contained shall deprive the Mortgagor of the right to contest either the necessity of any such condemnation or the value placed on the Premises therein.
10. The entire indebtedness, together with interest thereon, shall become due and payable, and this mortgage subject to foreclosure at the option of the Mortgagee without notice except as may be otherwise provided herein:
- (a) after default in the payment when due (whether by acceleration or otherwise) of any installment of principal or of interest on the Note or on the indebtedness, or
- (b) upon default in the observance or performance of any covenant or agreement of the Mortgagor in this mortgage or if Mortgagor shall default in the due performance or observance of any other obligation under any other mortgage, note, security agreement, loan agreement, lease, pledge agreement, assignment, security or other agreement, instrument or document heretofore or hereafter executed by the Mortgagor and delivered to the Mortgagee (hereinafter the "Loan Documents"); or
- (c) upon the election by the Mortgagee to accelerate the maturity of, and principal sum pursuant to the provisions of the Note, this mortgage or any of the Loan Documents, or
- (d) if Mortgagor (or, if Mortgagor is more than one person, any of such persons) or any guarantor of the indebtedness shall die, dissolve, become insolvent, or make an assignment for the benefit of its creditors, or
- (e) if any warranty (that now or hereafter secures payment or performance) of, all or any part of the indebtedness shall be terminated or limited, for any reason, without the prior written consent of the Mortgagee, or
- (f) if a voluntary, or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor (or if Mortgagor is more than one person, any of such persons) or any guarantor of any of the indebtedness, then the entire indebtedness shall automatically become immediately due and payable, without notice or demand.
- (g) Upon default in the observance or performance of any of the provisions of Section 23 of this Mortgage, or if any warranty, representation or statement made or furnished to the Mortgagee by or on behalf of the Mortgagor, in connection with the environmental condition of the Premises or to induce the Mortgagee to make a loan to the Mortgagor, proves to have been false in any material respect, or if an environmental condition occurs subsequent to the date of this mortgage.
- Further, upon occurrence of any default described above, any agreement between the Mortgagor and the Mortgagee concerning release of any portion of the Premises or the consideration to be paid or payable for such release shall be null, void and of no further effect.
11. The Mortgagee and any persons authorized by the Mortgagee shall have the right from time to time to appraise or to cause the Mortgagor to appraise the Premises and to enter and inspect the Premises at all reasonable times.
12. That the Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by this mortgage shall be due and without prejudice to the right of the Mortgagee to call to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.
13. Mortgagee shall have all rights and remedies provided for in this mortgage and otherwise permitted by law. In addition, upon occurrence of a default by Mortgagor under the terms of this mortgage or the Note, Mortgagor shall have the right, and is hereby authorized,
- (a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of the Mortgagor's obligations under any such lease, land contract or other agreements;
- (b) To obtain or update abstracts of title, title searches and title insurance with respect to the Premises and all sums expended therefor shall be part of the indebtedness and shall bear interest at the highest rate set forth in the Note;
- (c) To foreclose this mortgage by action pursuant to applicable law; and
- (d) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with Ill Rev Stat C. 110, par. 15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor.
- All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this mortgage, "maturity" means such time as the indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to Paragraph 10 hereof or otherwise.
14. That in case of any sale under this mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, or portions thereof, manner or order as the Mortgagee in its sole discretion may elect.
15. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.
16. If the ownership of the Premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured, in the same manner as with the Mortgagor, without in any manner violating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. The Mortgagor shall at all times continue primarily liable on the indebtedness until this mortgage is fully discharged or Mortgagor is formally released by an instrument in writing duly executed by the Mortgagor.
17. Mortgagor(s) jointly and severally understand, agree and expressly consent, that Mortgagee hereby reserves and shall have the optional right to declare all sums secured by this mortgage to be immediately due and payable, in the event the Mortgagor without Mortgagee's prior written consent, grants any other mortgage, lien or encumbrance upon the Premises or sells, transfers, assigns, or conveys any interest in the mortgaged Premises, exclusive of and excepting any sale, transfer or conveyance (a) by and to any initial Mortgagor, or (b) by testamentary device, inheritance or by operation of law upon the death of a joint tenant or a tenant by the entirety. Mortgagee's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of the Mortgagors or to any one or more of the parties to whom such mortgage, lien or

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monuments were granted a 10-year grace period before the first payment was due. The first payment was due in 1995, and the last payment was due in 1999. The grace period was extended by one year because of the delay in the start of the project. The first payment was made in 1996, and the last payment was made in 1999.