

Richard J. Somogye	This instrument was prepared by (Name) Marie Malarick (Address) 7549 W. 63rd St., Summit, IL 60501
Joyce D. Somogye	
9131 Helen Lane	Harris Bank Argo 7549 West 63rd Street Summit, IL 60501
Orland Park, IL 60462	
MORTGAGOR "I" includes each mortgagor above.	
	MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Richard J. Somogye and Joyce D. Somogye, his wife, as joint tenants

mortgage and warrant to you to secure the payment of the secured debt described below, on August 20, 1993

the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property")

PROPERTY ADDRESS: 9131 Helen Lane (Street) Orland Park (City) Illinois 60462 (Zip Code)  
LEGAL DESCRIPTION: Lot 191 in Park Hill Subdivision Unit #6, being a Subdivision of part of the South East 1/4 of Section 15, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I. D. Number: 27-15-410-004-0000

DEPT-01 RECORDING 423.50  
TAG888 TRAM 0339 09/03/93 11:40:00  
#0611 # -93-706512  
COOK COUNTY RECORDER

93706512

located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.)

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated August 20, 1993 with initial annual interest rate of 07.00 %.

The above obligation is due and payable on August 20, 1998 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of ---FIFTEEN THOUSAND and NO/100--- Dollars (\$15,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.  
 Commercial  Construction

SIGNATURES:  
Richard J. Somogye  
Joyce D. Somogye

ACKNOWLEDGMENT: STATE OF ILLINOIS, Will County ss:  
The foregoing instrument was acknowledged before me this 20th day of August, 1993  
by Richard J. Somogye and Joyce D. Somogye, his wife, as joint tenants

Corporate or Partnership Acknowledgment of \_\_\_\_\_ (Name of Corporation or Partnership) on behalf of the corporation or partnership.

OFFICIAL SEAL  
JOYCE R. LIETZ  
Notary Public, State of Illinois  
My Commission Expires 8-1-95

Joyce R. Lietz  
ILLINOIS

93706512

Property of [Redacted]

1. **Interest.** I agree to pay all payments on the secured debt when due and will defend and hold the property against all claims which would impact the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

2. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

3. **Repairs.** I will keep the property in good condition and make all repairs reasonably necessary.

4. **Expenses.** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation required by the mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

5. **Default and Acceleration.** If I fail to make any payment when due or break any covenant under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose the mortgage in the manner provided by law.

6. **Assignment of Rights and Rights.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect will be applied first to the costs of managing the property, including court costs and attorney's fees, and then to the secured debt. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 11.

7. **Mortgage of Homestead.** I hereby waives all right of homestead exemption in the property.

8. **Leasehold; Condo or Townhome; Planned Unit Development.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold, if the condominium is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

9. **Authority of Mortgagee.** I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may, in my name or by any amount if necessary for performance. If any continuation on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

10. **Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.**

Any amount paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. **Condemnation.** I assign to you the proceeds of all award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 11. This assignment is subject to the terms of any prior security agreement.

13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later exercise the event if it happens again. I do not waive your right to later provide the event if it happens again.

14. **Joint and Several Liability; Co-ownership; Successors and Assigns.** All duties under this mortgage are joint and several. If co-owners of the mortgage but do not co-sign the underlying debt, do so only to make, do my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. **Notice.** Unless otherwise required by law, any notice to me shall be given by certified mail or by mailing it by certified mail addressed to me at the property address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us within given in the manner a and b above.

16. **Treatment of the Property as a Separate Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. However, you may not demand payment in the above manner if it is prohibited by federal law as of the date of this mortgage.

17. **Release.** When I have paid the secured debt, you will discharge the mortgage without charge to me. I agree to pay all costs to record this mortgage.