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American National Bank 3307 Chloago Road South Chicago Height, IL. 60411

WHEN RECORDED MAIL TO:

American Hational Bank 3307 Chicago Road South Chicago Height, IL 60411

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MORTGAGE

THIS MORTGAGE IS DATED AUGUST 24, 1993, between Lynell Stubbs and Lucille Stubbs, his wife, in joint tenancy, whose address is 3238 Oregon Trail, Olympia Fields, IL 60461 (referred to below as "Grantor"); and American National Bank, whose address is 3307 Chicago Road, South Chicago Height, IL 80411 (referred to below as "Lengor").

GRANT OF MORTGAC Z. For valuable consideration, Granter mertgages, warrants, and conveys to Lender all of Granter's right, title, and interest in and to the following decribed real property, logisther with all existing or subsequently erocked or affixed buildings, improvements and flutures; all easements, rights of way, and experiences; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights reveales, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT 102 IN THE TAPALS OF OLYMPIA FIELDS PHASE 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3238 Oregon Trail, Olympia Fields, iL 60461. The Real Property tax identification number is 31-14-202-725-0000.

Grantor presently assigns to Lendor all of Grantor's right title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lendor a Uniform Communical 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 torms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" meant the Revolving Line of Credit Agreement dated August 24, 1993 between Lander and Grantor with a credit limit of \$48,700.00, together with all renowally of extentions of, modifications of, refinancings of, consolidations of, and substitutions of the Credit Agreement. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index is 8,000% per annum. The interest rate to be applied to the optical and account balance shall be at a rate 0,250 percentage points below the Index, subject however to the following maximum rate. Under nick cumplances shall the interest rate be more than the lesser of 18.000% per annum or the maximum rate allowed by applicable law.

Existing indebtedness. The words "Existing Indebtedness" much the incommon described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" moans Lynell Stubbs and Lucille Stubbs. The dre iter is the mortgagor under this Mortgage.

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

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended oit. advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to ank the obligations of Grantor under this Mortgage, a logather with interest on such amounts as provided in this Mortgage. Specifically, without limit tion, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any public that amounts which Lender may advance to Grantor under the Credit Agreement within wenty (20) years from the date of this public to the same extent as if such future advance were made as of the date of the execution of this lortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related of Concentrations. Such advances may be made, repaid, and remade from time to time, subject to the interior of that the total outstanding to balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or such as provided in the Credit Agreement, always to the charges. The revolved in the Credit Agreement, always to the interior of the paragraph. The appropriate of the paragraph. Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Morigage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any Intermediate balance

Lender, The word "Lender" means American National Bank, its successors and assigns. The Lender is the mortgages under this Mortgage

Mortgage. The word "Mortgage" means this Mortgage between Granter and Lender, and Includes without limitation all assignments and security interest provisions relating to the Personal Property and Ronts.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property new or installar owned by Granter, and new 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 limitation all insurance proceeds and refunde of promitums) 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 all promissory notes, credit agreements, loan agreements, guaranties, accurity agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

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 INDESTEDNESS 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 HERBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to proserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same mannings as sot forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 6001, et seq. ("CERCLA"), the Supertand Amendments and Resulterization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 6001, at seq., or other applicable state or Federal laws, ruice, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substances" shall also include, without limitation, potroloum and petroloum by-products or any fraction thereof and asbestes. Granter represents and warrants to Londer that: (a) During the period of Granter's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release of any hazardous waste or substance by any person on, under, or about the Property (b) Granter has no knowledge of, or reason to believe that librer has been, except as previously disclosed to and scknowledged by Lender in writing. (i) any use, generation, manufacture, storage, trustment, disposal, release, or threatened diligation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Granter nor any termant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, depose of, or release any heazardous waste or substance on, under, or about the Property and (ii) any such society shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation thous laws, regulations, and ordinance described user of the Property with this accision of the Mortgage, Any Inspections or total made by Lender shall be for Lender's purposes only and shall not be

Nulsance, Waste. Grantor strail not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Piopinty. Without limiting the generality of the torogoing, Grantor will not remove, or grant to any other party the right to remove, any timber, mineral procluding oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor virali not demolish or remove any Improvements from the Real Property without the prior written consent of Lander. As a condition to the removal of in improvements, Lander may require Grantor to make arrangements satisfactory to Lander to replace such improvements with improvements of it loast equal value.

Lender's Right to Enter. Lender and its or unit and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to Inspect the Property for purposes of Granter's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Or intor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in street, of all governmental authorities applicable to the use or occupancy of the Property. Granter may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Granter has notified Lender writing prior to doing so and so long as, in Lunder's sold opinion, Lander's interests in the Property are not leopardized. Lender may require Granter to post adequate security or a surety bond, reasonably small actions to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unatlended 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 this Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, decing immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in voin; whether legal or equitable; whether voluntary or involuntary whether by outlight sale, deed, installment sale contract, land contract for food, leasehold 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 trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or pathocally, transfer also includes any change in ownership of more than twenty-live percent (28%) of the voting slock or partnership interests, as the rese, 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 ilons on the Property are a part of this Mongage.

Payment. Granter shall pay when due (and in all events prior to delinquency) all taxes, appecial taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay would die all claims for work done on or for services randered or material turnished to the Property. Granter shall maintain the Property tree of all it is having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indobtedness 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 road faith dispute over the obligation to pay, so long as Londor's interest in the Property is not joupardized. If a iten scieds or is filed as a result of non-syment, Grantor shall within Steen (15) days after the lien arises or, if a iten is filed, within litteen (15) days after Grantor has notice of the filing, a more the discharge of the filen, or if requested by Lendor, deposit with Lendor cash or a sufficient corporate surely bond or other security satisfactory. Lendor in an amount sufficient to discharge the lien plus any costs and afterneys' fees or other charges that could accrue as a result of a for skewire or sate under the lien. In any contest, Grantor shall defend itself and Lendor and shall satisfy any adverse judgment before enforcement as all the Property. Grantor shall name Lendor as an additional obligoe 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 assessments 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. Granter shall notify Lander at least fifteen (15) days before any work is commerced, any services are turnished, or any materials are supplied to the Property, if any mechanic's lion, materialmen's lion, or other lion could be asserted on account of the work, services, or materials. Granter will upon request of Lander furnish to Lander advance assurances satisfactory to Lander that Granter 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 insurance with standard extended coverage endorsements 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 mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Granter shall deliver to Lander certificates of coverage from each insurer containing a signalistion that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lander 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 designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Granter agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance in 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. Grantor shall promptly notify Lender of any loss or damage to the Proporty. Lender may make proof of loss if Grantor falls to do so within filteen (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 lies affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the darraged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default horsunder. Any proceeds which have not been discussed within 180 days after their receipt and which have not been discussed within 180 days after their receipt and which have not been discussed within 180 days after their receipt and which have not been discussed within 180 days after their receipt and which have not been discussed within 180 days after their receipt and which have not been discussed within 180 days after their receipt and which have not been discussed within 180 days after their receipt and which have not been discussed within 180 days after their Mortgage, then to propay accrued interest, and the remainder, if any, shall be applied to the proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired insurance 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 trusted's sale or other sale held under the provisions of this Mortgage, or at any investment sale of such Property.

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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 psyable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not psyable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Granior talls to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtadness in good standing as required below, or it any action or proceeding is commenced that would 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 depropriate. Any amount that Lender expende in so doing will bear interest at the rate charged under the Cradit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand. (b) be added to the balance of the care to the date of repayment by Grantor. All such 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 Cradit Agreement, or. (c) be treated as a balloon payment which will be due and payable at the Cradit 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 Lander may be entitled on account of the default. Any such action by Lander shall not be construed as curing the default so as to bar Lander from any remedy that it 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 all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lander in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Londer.

Defense of Title. Subject to the exception in the paragraph above, Granter waivants and will forever defend the title to the Property against the lawful claims of Cipcisons. In the event any action or proceeding is communical that questions Granter's title or the interest of Lander under this Mortgage, Granter until defend the action at Granter's expense. Granter may be the nominal party in such proceeding, but Lander shall be entitled to participatr in the proceeding and to be represented in the proceeding by counsel of Lander's own choics, and Granter will deliver, or cause to be delivered to Lander such instruments as Lander may request from time to time to permit such participation.

Compliance With Lawa Grantor warrante that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of covernmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mongage.

Existing Lien. The tien of this Murigage securing the indebtedness may be secondary and interior to an existing item. Granter expressly covenants and agrees to pay, or ser to the payment of, the Existing indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing at an indebtedness, or any default under any security documents for such indebtedness.

No Modification. Granter shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which this priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lander. Granter shall notifier request nor accept any future extraces under any such security agreement without the prior written consent of Lander.

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

Application of Net Proceeds. It all or any part or the Property is condemned by eminent domain proceedings or by any proceeding or purchase in itself of condemnation. Lender may at its election the that all or any portion of the not proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds at the award shall mean the award after payment of all reasonable costs, expenses, and atterneys' fees incurred by Lander in connection with a recondemnation.

Proceedings. if any proceeding in condemnation is filed, 3 anti-, shall promptly notity Lander in writing, and Granter shall promptly take such stops as may be necessary to defend the action and obtain the lower. Granter may be the notifinal party in such proceeding, but Lander shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver or cause to be delivered to Lander such instruments as may be requested by it is on time to time to permit such participation.

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

Current Taxes, Fees and Charges. Upon request by Lender, Granter shrul execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's it in on the Real Property. Granter shall combure Lender for all taxes, as described below, together with all expenses incurred in recording, participing or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering his Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Granter which Grants is sufficient or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage of a could be against the Londer or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Granter.

Subsequent Taxes. If any tax to which this section applies is practed subsequent to the dute of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Londer may exercise any or all of its available remedies for an Event of Default as provided below unless Granter either. (a) pays the tax before it becomes delinquent, or (b) contests the tax an provided above in the Taxes and Liene section and deposits with Londer cash or a sufficient corporate surety bond or other security satisfactor, to Londer.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions rotating to this Mortgago at a sicurity agreement are a part of this Mortgago.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property ron's flutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lander, Granter shall execute linencing statements and take whatever other action is requested by Lander to perfect and continue Lander's security interest in the Rents and Personal Property. In addition to recording this richts age in the real property records, Lander may, at any time and without further authorization from Granter, file executed counterparts, copies or reproductions of this Martigage as a financing statement. Granter shall reimbures Lander for all expenses incurred in perfecting or continuing this security interest. Upon default, Granter shall assemble the Personal Property in a manner and at a place reasonably convenient to Granter and Lander and make it available to Londer within three (3) days after receipt of written demand from Lander.

Addresses. The mailing addresses of Grantor (dobtor) and Londer (secured party), from which information concerning the security interest grantod 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 Mortgage.

Further Assurances. At any time, and from time to time, upon request of Londer, Granter will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Londer's designee, and when requested by Lender, cause to be filed, recorded, reflect, or rerecorded, 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, outfloates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to affectuate, complete, periect, continue, or preserve (a) the obligations of Granter 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 ewned or hereafter acquired by Granter. Unless prohibited by law or agreed to the contrary by Londer in writing, Granter shall relimbure Lander for all costs and expenses incurred in connection with the matters referred to in

Atterney-in-Fact. If Granter tails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Granter and at Granter's expense. For such purposes, Granter hereby travecably appoints Lander as Granter's atterney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lander's sole opinion, to accomplish the matters referred to in the proceeding paragraph.

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

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

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terms of the credit line account. (c) Granter's action or inaction advisionly affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain 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 film on the dwelling without Lander's permission, foreclosure by the holder of another lien, 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 remodies, in addition to any other rights or remodies provided by law:

Accelerate Indebtedness. Londor 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.

UCC Remedies. With respect to all or any part of the Personal Property, Lender 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 unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tonant or other user of the Property to make payments of rent or use less directly to Lender. If the Rents are collected by Lender, then Grantor invocably designates Lender as Grantor's atternay-in-fact to enderse 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 domand existed. Lender may exarcise 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 the Reints from the Property and apply the proceeds, ever and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall added whether or not the opporent 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 Foreclosur, . Lander may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. It comitted by applicable law, Louder may obtain a judgment for any deficiency remaining in the indebledness due to Lender after applicable of the mounts received from the exercise of the rights provided in this section.

Other Remedies. Lender that 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 sale it normitted by applicable law, Granter hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Londor shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Londor shall be entitled to bid at ray public sale on all or any portion of the Property.

Notice of Sale. Landor shall give Grantor is asonable 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 dispisition.

Watver; Election of Remedies. A waiver by any perty 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 that provision or any other provision. Election by Lander to pursue any remedy shall not exclude pursuit of any other remedy, and an election or make expenditures or take action to perform an obligation of Granter under this Mortgage after failure of Granter to perform shall not affect Lande 's r.pt. i to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Londor institutes any suit or action to enforce any of the terms of this Mortgage, Lendor shall be entitled to recover such sum as the court may adjudge reasonable as atterneys' (rus, nt trial and on any appeals. Whether or not any court action is involved, all reasonable expanses incurred by Londor that in Lendor's opink in air oncessary at any time for the protection of its interest or the enforcement of the rights shall become a part of the Indebtedness payable on timeral and shall bear Interest from the date of expanditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lendor's atterneys' less and Lendor's logal expenses whether or not more to a lawsuit, including atterneys' less for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), the order and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal less, and title insurance, to the extent permitted by applicable law.

NOTICES 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, it mailed, chall be deemed effective when deposited in the United States mail first class, registered mail, postage propaid, directed to the addresses shown roar the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other particle, approximate the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lient which has priority over this Mortgage shall be sent to Lander's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lander has informed at all times of Grantor's current address.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire under landing and agreement of the parties as to the matters set forth in this Mortgage. No elteration of or amendment to this Mortgage shall be affective unless given in writing and signed by the Capacity or parties sought to be charged or bound by the alteration or amendment.

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

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

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 hold by or for the benefit of Lander in any capacity, without the written consent of Lander.

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

Severability. It a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any parson or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. It lessible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; frowever, if the offending provision cannot be smodified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and easigns. If ownership of the Property becomes vested in a person other than Grantor, Lander, 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 assence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor horeby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indobtedness secured by this Mortgage.

Watvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or emission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver 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:

Lights Stubbe

2327

Property of Cook County Clerk's Office

This Mortgage prepared by:

American National Bank 3307 Chicago Road South Chicago Heights, IL 66411

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF	
COUNTY OF COT	
On this day before me, the undersigned Notary Public, personally appeared Lynell Stubbs and Lucitie Stubbs, to me known to be the individuals described in and who executed the Morigage, and acknowledged that they signed the Morigage as their free and voluntary act and deed, for the uses and purposes therein mentioned.	
Given under my hand and official seal this 24121 day of	<u>New: + 11.93.</u>
By Control Residing at	
Notary Public in any for the State of My commis	sion expires 2 1 9 1
ASER PRO, Reg. U.S. Pet. & T.M. C/t., 197. 3.18 (c) 1993 CPI Bankers Service Group, Inc. All rights reserved. (IL-003 STUBB880.LN L1.0VL)	
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