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manner designated herein. 14. Gereality I was been all y. This Merings shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortage or the Agreement conflicts with applicable laws, such conflict shall not affect other provisions of this Mortage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Murtage and the Agreement are declared to be severable; provided that Mortage may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortage.

- 15. Mertgager's Copy. Mortgager shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold or transferred by Mortgagor without Mortgagoe's prior written consent. Mortgagoe may, at Mortgagoe's option, declare all the sums secured by this Mortgago to be immediately due and psyable.
- 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loss unless and until such team is converted to an installment losn (as provided in the Agreement), and in a cure not only presently existing indebiedness under the Agreement but the force advances, whether such advances are obligatory or to be made at the option of Mortgagen, or otherwise, as are made within 20 years from the date hereof, to has some extent as if such future advances were made on the date of the emecative of this Mortgage, although there may be no advance made at the time or execution of this Mortgage and although there may be no indebtedness secured here by ; ut , anding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may be made or decrease from time to time, but the total unpaid principal balance of in the ednew secured hereby (including disbursoments that Mortgagee may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit Amount, pla. interest thereon, and any disbursements made for payment of taxes, special comments, or measures on the Property and interest on such disbursements (all such indebtedness being hereinsfler referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of n amount accured hereby over all subsequent liens and encumbrances, including statutory liese, encepting solely terms and assessments levied on the Property given priority by law.

STOREGOOD CONTRACTORS WIS CONTRACTORS WITH THE STOREGOOD CONTR

realer stion; Rame ites. It pon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums sectired by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgage; shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to cellect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional accurity hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Mortgagee or the receiver shall be applied first to payment of the coats of management of the Property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgage and the receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Aureement, Mortgagee shall release this Mortgage without charge to Mortgagee. Mortgagee shall pay all costs of recordation of the release, if any.
- 22. We'ver of Homestand. To the extent permitted by law, Mortgagor hereby rely one and waiws all rights under and by virtue of the homestead exemption I was of Illinois.

IN WITNE'S WHE'REOF, Mortgagor has executed this Mortgage.

	* Dathleen M. O Neill Mortgagor Kathleen M. O Neill
Sinda L. Kostro	a Notes: Public in and for mid county and state, do hereby certify
Paul R. O'Neill and Kathleen M. O'Neill contested that thou signed and delivered the said in cost therein set forth.	appeared before me this day in person, and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument as their free and voluntary act, for the uses and trument act and trument act act act and trument act act act act act act act act act ac
Stress under my band and residue and this day 0.00 - 0.00	Junda Koetto

Mail To: The Horders Trust Company
Anna Barbara L., Krauss B-A
Sh South Labels Street
Chings.

" OFFICIAL SEAL
" OFFICIAL SEAL
" LINDA L. KOSTRO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/23/93

- 3. Charges; Liens. Mortgagor shall payor days to espaid all takes, also ments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the fobligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, that Mo tgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking with liens and co-insurance into account.

The insurance carrier providing 'se' isurance shall be chosen by Mortgagor and approved by Mortgagee (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof that' be in form acceptable to Mortgagee and shall include a standard mortgage chause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly furnith to Mortgagee all renewal notices and all receipts for paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. I fortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgager and Mortgagor otherwise agree in writing, in unance proceeds shall be applied to restoration or repair of the Property damagnation provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the rums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or descriptation of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part bereof.
- b. Protection of Mortgagee's Security. If Mortgager fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decodent, Mortgagee, at Mortgagee's option, upon notice to Mortgager, sany make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest,

including, but not limited to, disburument of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

- 7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Preperty, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagoe to Mortgagor that the condemnor has offered to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums accured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

- Martgagor Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgage to any successor in interest of the Mortgagor shall operate to release, in ray tanner, the tiability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successors in the rest.
- 10. Forebearance by Mentrage Not a Waiver. Any forebearance by Mortgagee in exercising any righ or remedy under the Agreement, hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Thus procurement of insurance or the payment of taxes or other liens or charges by Martangee shall not be a waiver of Mortgagee's right to accelerate the maturity of for indebtedness secured by this Mortgage.
- 11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein comband chall bind, and the rights hereunder shall inure to, the respective successors and sasigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 12. Legislation Affecting Martgagee's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforcesiole according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Mortgagor shall be given by certified mail, return receipt requested, to Mortgagor's address stated herein or to such other address as Mortgagor may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagor when given in the

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Permanent Index Number 18-30-300-014-1078

DOCUMENT 88503681 AND AS AMENDED FROM TIME TO TIME.

PARCEL 3:

PARCEL 3:

DOCUMENT NUMBER 88503681 AND AS AMENDED FROM TIME TO TIME;
THE EXCLUSIVE RIGHT TO THE USE OF DECK FOR UNIT 38, A LIMITED COMMON BLEMENT AS
PARCEL 2:

BERCENTAGE INTEREST IN THE COMMON FLEMENTS IN COOK COUNTY, ILLINOIS NUMBER 88503681 AND AS AMENDED FROM TIME TO TIME TOCETHER WITH ITS UNDIVIDED ATTACHED AS EXHIBIT "B" TO THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS TOWNSHIP 38 NORTH, RANGE 22 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS UNTIL TOWNSHIP 38 NORTH, RANGE 22 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS UNTIL TOWNSHIP 38 IN CHOSENOOR OF NURR RIDGE CONDOMINIUM, AS DELIMEATED ON A SURVEY PARCEL 1:

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