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**New Century Bank** 2000 S. Lake Street Mundelein, IL 60060

New Century Bank 2000 S. Lake Street Mundelain, IL 60060

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New Century Bank 2000 S. Lake Street Mundelain, IL 60060

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DEPT-01 RECORDING #35. T10000 TRAN 0522 04/13/93 14:35:00 \$35.50· COOK COUNTY, RECORDER

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#### MORTGAGE

\*THIS MORTGAGE IS DATED APRIL 10, 1993, between JAMES K. HAHN and AMY S. HAHN, HIS WIFE, whose address is 234 NORTH NOHT/IV/EST HIGHWAY, PALATINE, IL 60067 (referred to below as "Grantor"); and New Century Bank, whose address is 2000 S. Lake Street, Mundelein, IL 60060 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest In and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, wa'er rights, watercourses and disch rights (including stock in utilities with disch or intigation rights); and all other rights, royalties, and profile relating to the real property, including without limitation all minerals, oil, gas, goothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOTS 16 TO 19, BOTH INCLUSIVE, ALL IN BLOCK ONE (1) IN JOHNSON AND WEBER'S PALATINE RIDGE IN THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE IN WOOD STREET, (EXCEPT THAT PART TAKEN FOR STREETS) ACCORDING TO THE PLAT THEREOF

RECORDED APRIL 29, 1926, AS DOCUMENT NO. 325,7784, IN COOK COUNTY, ILLINOIS.
The Real Property or its address is commonly known as 234 N. NORTHWEST HIGHWAY, PALATINE, IL 60087.
The Real Property tax identification number is 0214308036/37/38/38.

Grantor presently easigns to Lander all of Grantor's right, title, and interest in and ic (ii) leases of the Property and all Rante from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Morrage, . Terms not otherwise defined in this Morrages shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to online amounts shall mean amounts in lawful money of the United States of America.

Existing indebtedness. The words "Existing indebtedness" mean the indebtedness described below in the Existing indebtedness section of this Mortgage.

Grantor. The word "Grantor" means JAMES K. HAHN and AMY S. HAHN. The Grantor is the mortgago: Inder this Mortgage.

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

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, lixtures, 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 Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Granter under the Note, but also any tuture amounts which Lender may advance to Granter under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the Note and Related Documents. The lien of this Mortgage shall not exceed at any one time \$50,000.00.

Lender. The word "Lender" means New Century Bank, its successors and assigns. The Lander is the mortgages under this Mortgage.

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

Note. The word "Note" means the promissory note or cradit agreement dated April 10, 1993, in the original principal amount of \$50,000.00 from Granter to Lender, together with all renewale of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 5,000% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1,500 percentage point(s) over the Index, subject however to the following minimum and maximum rates, resulting in an initial rate of 7.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 7,500% per annum or more than (except for any higher default rate shown below) the lesser of 20,000% per annum or the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Granton, and now or hereafter attached or attixed to the Real Property; together with all accessions, parts, and additions to, all replacements of

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and all substitutions for, any of such property; and logather with all proceeds (including without limitation all itisurance proceeds and refunds of promiums) 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 Mortgege" section.

Related Documents. The words "Related Documents" meen and Include without limitation all promiseory notes, credit agreements, loan agreements, guaranties, accurity agreements, mortgages, deads of trust, and all other instruments, agreements and documents, whether new or hereafter exhibits, executed in connection with the indebtedness.

Rents. The word "Ronts" means all present and future rante, revenues, income, issues, reyaldes, profile, and other bonella 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 INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ABSESSMENTS LEVIED ON THE REAL PROPERTY 10 THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TEAMS.

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

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

Possession and Use. Until in defruit Granter 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 tonantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous wastu," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mongage, shall have the same meanings as set form; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERC. A"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 45 U 3.6. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Socilon 8901, et seq., or other applicable state or Federa' i wa, rules, or regulations adopted pursuant to any of the foregoing. The forms "hazardous waste" and "hazardous substance" shall also include, wastet ilmitation, patroleum and patroleum by-products or any fraction thereof and asbestes. Granter represents and warrants to Londor that: (a) During the period of Granter's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or incitioned release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reactive to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (i) any use, generation, manufacture, storage, treatment, clisposal, release, or throatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and ricknowledged by Lender in writing, (i) neither Grantor nor any lengint, contractor, agent or other authorized user of the Property shall use, or narate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local taws, regulations and ordinances, including without limitation hose laws, regulations, and ordinances described above. Grantor authorizes Lander and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Morigage. Any inspections or lests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Londer to Grant or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Properly for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for Indemnity or contribution in the event Granter bucomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the N ortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Gizmora ownership or interest in the Property, whother or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnity, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the grant this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Granter shall 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 Property. Without limiting the generality of the foregoing, Granter will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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

Lender's Right to Enter. Londer and its agents 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 Grantor's compliance with the terms and conditions of this Mortgage.

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

Duty to Protect. Grantor agrees neither to abundon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts sot forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Londer may, at its option, declare immediately due and payable all sums secured by this upon the sale of 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 therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, 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 partnership, transfer also includes any change in ownership of more than

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twenty-five percent (20%) of the voling stock or partnership interests, as the case may be, of Granter. However, this aption shall not be exercised by Lander If such exercise to prohibited by fuderal law or by litinois law.

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

Payment. Granior shall pay when due (and in all events prior to delinquency) all taxes, payroli taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material turnished to the Property. Granter shall maintain the Property free of all liens 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 Indebtedness referred to below, and except an etherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lendor's Interest in the Property is not jeopardized. If a lion scises or is filed as a result of non-payment, Granter shall within fifteen (15) days after the lien erises or, if a lien is filed, within litteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a loreclosure or sale under the lien. In any contest, Granter shall defend itself and Londer and shall salisfy any adverse judgment before enforcement against the Property. Granter shall name Londor as in additional obliges under any surety bond furnished in the contest proceedings.

Evidence of Payments. Grantor shall upon domand furnish to Landor satisfactory evidence of payment of the taxos or 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

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

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

Maintenance of Insurance. Grantor shall riccure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value co ett., all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgance clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lendor Cranfor shall deliver to Lender certificates of coverage from each insurer containing a stiputation that coverage will not be cancelled or dimethod without a minimum of thirty (30) days' prior written notice to Lender and not containing any discialmer of the insurer's liability for failure to give auch notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Age by as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and in or a seemes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that le available, whichever is lose.

Application of Proceeds. Grantor shall promptly notify Lender of any less or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not Ler dor's security is impaired, Londer may, at its election, apply the proceeds to the reduction of the indebtodness, payment of any ilon affecting the Property, or the restoration and repair of the Property. If Londor elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the symaged or destroyed improvements in a manner satisfactory to Lander. Lender shall, upon satisfectory proof of such expenditure, pay or reimbules Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not ber: Sebursed within 180 days after their receipt and which Landar has not committed to the repair or restoration of the Property shall be used fix t to pay any amount owing to Lender under this Mortgage, then to propay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Londer holds any 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 trustee's sale or other sale held under the provisions of this Mortgage, or at any for closure sale of such Property.

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 cor ipliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds ab apply only to that portion of the proceeds not payable to the holder of the Existing indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lander a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) that property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon reguest of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Mongage, including any obligation to maintain Existing indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Froperty, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear inferest at the rate charged under the Note 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 Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender 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. Granter warrants that: (a) Granter holds good and marketable little 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 discription 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) Granior has the full right, power, and authority to execute and deliver this Mortgage to Lander.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Londer under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lendar shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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

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

Existing Lien. The lien of this Mortgage securing the indebteciness may be secondary and inferior. Granter expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Detault. If the payment of any installment of principal or any interest on the Existing indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Grantor shall not onter into any agreement with the holder of any mongage, deed of trust, or other security agreement which has priority over this Montgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances uncler any such security agreement without the prior written consent of Lender.

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

Application of Not 2000cos. If all or any part of the Property in condemned by eminent domain proceedings or by any proceeding or purchase in liquid condemnation, Londor may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award steer payment of all reasonable costs, expanses, and atterneys' fees incurred by Londor in connection with the condemnation.

Proceedings. If any proceeding in condemnation is flied, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to dore in the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to perficipate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

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

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

Taxes. The lollowing shall constitute taxes to which this suction 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 this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a appellic tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

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

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions rotating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent an  $\sqrt{2}$  the Property constitutes fixtures or other personal property, and Lunder 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 Lender, Grantor shall execute financing statements and take v hatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to exording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counternate copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting o continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient or Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reflied, 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, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, pariest, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburne Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

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Default on Indebtedness. Palluro of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Fallure of Granior within the time required by this Mongage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Compliance Default. Fallure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lunder by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commoncement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or lilinois law, the death of Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, Forfeiture, etc. Commencement of toreclosure or torthiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a grant faith dispute by Grantor as to the validity or mesonableness of the claim which is the busis of the foreclosure or forefeiture proceeding, provided that Grantor gives Londor written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Londor.

Breach of Other Agreement, Any breach by Granter under the terms of any other agreement between Granter and Lender that is not remedied within any grace period privile ad therein, including without limitation any agreement concerning any indebtedness or other obligation of Granter to Lender, whether existing now of inter.

Existing indebtedness. A defect shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing indebtedness, or commencement of any suit or other action to foreclose any existing flan on the Property.

Events Affecting Guarantor. Any of the proceeding events occurs with respect to any Guaranter of any of the indebtedness or such Guaranter dies or becomes incompetent or any Guaranter events any guaranter of the indebtedness.

Insecurity. Londor reasonably dooms itself insective.

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

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

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

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Londer's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent of the directly to Lender. If the Rents are collected by Lender, then Grantor Interesting the Collected by Lender, 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 counds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agont, or through a receivor.

Mortgages in Possession. Londer shall have the right to be placed as mortgages in possession or to have a receiver appcinted to take possession of all or any part of the Property, with the power to protect and preserve the Property is operate the Property preceding foreclosure or sale, and to collect the Ronts from the Property and apply the proceeds, over and above the cor. of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond it permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Imployment by Lender shall not disqualify a poison from serving as a receiver.

Judicial Forecipsure. Lender may obtain a judicial decree foreclosing Granton's interest in all or any part of the 🚈 party.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lander after application of all amounts received from the exercise of the rights provided in this section.

Other flomedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at I is or in equity.

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

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

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

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

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, if malled, shall be deemed effective when deposited in the United

#### 04-10-1993 Loan No 70

# UNOFFICIAL COPY (Continued)

Status mail first class, registered mail, postage propaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change list address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lists which has priority over this Mortgage shall be sent to Lendar's address, as shown near the beginning of this Mortgage. For notice purposes, Granter agrees to keep Lendar Informed at all times of Granter's current address.

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's provious fiscal year in cuch form and detail as Lender shall require, "Not operating income" shall mean all each receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law, This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. 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 morger of the interest or estate organical by this Martgage with any other interest or estate in the Property at any time held by or for the benefit of Levider in any capacity, without the written consent of Levider.

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

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

Successors and Assigns. Subject to the limitall instantation in this Mortgage on Iransfer of Grantor's Interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of torbearance or extension without releasing Grantor from the physicians of this Mortgage or liability under the Indebtedness.

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

Waiver of Homestead Exemption. Granior hereby releases and waives all rights and benefits of the fromestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Walver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. P.CV. STAT., CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF F.EDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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

NEXT IN THE CONTROL OF THE PROPERTY OF THE PRO

AMY S. HAHN

Thin Mortgage prepared by:

CHARLOTTE DEBERGE 2000 S. LAKE STREET MUNDELEIN, ILLINOIS 60060 327226

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INDIVIDUAL ACKNOWLEDGMENT

	INDIVIDUAL AC	KNOWLEDGMENT		
STATE OF I / / / / / / / / / / / / COUNTY OF COUNTY OF COUNTY OF COUNTY OF ONe the undersigned No overled the Morigan	) ) 88		S. HAHN, to me known to be t	ing individuals
and purposes therein mentioned.	10 th	احما	100 and voluntary as and doce	
By Mach Rement Notary Public in and for the State of	Illinois.	My commission expires	10-24-76	Appendix personal districts

LASER PRO, Reg. U.S. Pat. & T.M. Q.(., Var. 3.16 (c) 1993 CFI Bankers Service Group, Inc. Ali rights reserved. (IL-G03 HAHNCOMM.LN)

OFFICIAL SEAL MAIR REINERTSEN ATB.

AE OF IL.

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OF COMMENT O NOTARY A SAIC, STATE OF ILLINOIS My Commission Expires 10/24/96

UNOFFICIAL

#### RIDER TO MORTGAGE

THIS RIPER is attached and forms an integral part INDENTURE (Mortgage) made April 10, 1993	of	the
between James K. Hahn & Amy S. Hahn		-
therein referred to as "MORTGAGORS" and New Centery Bank		
herein referred to as" MORTGAGEE", witnesseth:		

#### WAIVER OF RIGHTS OF REDEMPTION

Mortgagor hereby waives any and all rights of redemption from the sale under any order or decree of foreclosure of this mortgage on his behalf and on behalf of each and every person, except judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage. To the extent that there is any conflict between the terms and provisions of this Rider and the terms and provisions of that certain Mortgage dated April 10, 1993 to which this is attached. It is the intention of the parties that the terms \_\_\_\_\_to which this is and provisions of this Rider shall prevail. 1/1/2/

James K. Hahn

Amy S. Hahn

Property of Cook County Clark's Office

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