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BEVERLY BANK BOLL WEST ISOTH STREET ORLAND HILLS, IL MO177 GOOK COUNTY, ILLINOIS

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MORTGAGE

THIS MORTGAGE IS DATED APRIL 30, 155%, between SUSAN M. KARALES N/K/A SUSAN KARALES O'DONNELL and STEVEN R. O'DONNELL, busined kitch (a) whose address is 8100 W. 168TH PLACE, TINLEY PARK, IL 60477 (referred to below as "Grantor"); and PLVERLY BANK, whose address is 8811 WEST 169TH STREET, ORLAND HILLS, IL 60477 (referred to below as "Levas").

GRANT OF MORYGAGE. For valuable consideration, Grantor mortgo as warrants, and conveys to Lender all of Grantor's right, little, 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, water rights, watercard and disch rights (including stock in utilities with citich or irrigation rights); and all other rights, royalties, 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"):

UNIT NUMBERS 3-E AND P-3-E IN BUILDING 78 IN CHE'RY CREEK SOUTH CONDOMINIUM III, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIPTO REAL ESTATE: CERTAIN LOTS IN CHEERY CREEK SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85,179,907 AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN CCOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8100 W. 168TH PLACE, Ortand Tills, IL 60462. The Real Property tax identification number is 27-26-203-048-1059 (p-3-e)

Grantor presently assigns to Lander all of Grantor's right, title, and interest in and to all leases of the Property and all Rome from the Property. In addition, Grantor grants to Lander 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 Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Cradit Agreement. The words "Cradit Agreement" mean the revolving line of cradit agreement dated April 30, 1993, between Lender and Grantor with a cradit limit of \$20,000:00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Cradit Agreement. The maturity date of this Mortgage is April 30, 2000. The interest rate under the revolving line of cradit is a variable interest rate based upon an incisx. The index currently is 8,000% per annum. The interest rate to be applied to the outstanding account belance shall be at a rate 1,000 percentage points above the index for balances of \$35,000.00 and under and at a rate 0,500 percentage points above the index for belances of \$35,000.01 and above, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 3,900% per annum or more than the lesser of 18,000% per annum or the maximum rate allowed by applicable law.

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

Granter. The word "Grantor" means SUSAN M. KARALES NIKIA SUSAN KARALES O'DONNELL and STEVEN R. O'DONNELL. The Grantor is the mortgagor under this Mortgage.

Guaranter. The word "Guaranter" 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 all eidsting and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

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Indebtedness. The word "Indebtedness" means all principal and interest, payable under the Credit Agreement and any amounts appended or advanced by Lander to decharge obligations of Grantor of eigeness incurred by Lander to enforce obligations of Grantor (indepting interest on such amounts as provided in the Mortgage. Specifically, without limitation, this Mortgage is decires a revolving line of credit and shall secure not only the amount which Lander has presently advanced to Grantor under the Credit Agreement, but also any future amounts which lightly are if each substitution advance to Grantor (indepting line of the execution of this libritagie. The revelving line of credit obligates Lander to make advances to Grantor so long as Grantor compiles with all the terms of the Credit Agreement and Prelated Documents. Such advances may be made, repelld, and remaids from time to time, subject to the //mitellon that the total dustanding belance owing at any one time, not including finance charges on such belance at a little or variable right or such at provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in the Biotic Agreement. It is the intention of Grantor and Lander that this Nortgage 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 belance.

Lander. The word "Lender" means BEVERLY BANK, its successors and assigns. The Lender is the mortgages under this Mortgage.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now 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 refunds of premiums) from any sets or other disposition of the Property.

Property. The word "Property and the Personal Property.

Real Property. The words "Real [roverty" 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 promiseory notes, credit agreements, loan agreements, guaranties, security 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 "Rents" means all present and future ranks, revenues, income, issues, royalties, profits, and other benefits derived from the 2018/05 Property. The control of the control

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, 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 ASCURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

Procession and Use. Until in default, Grantor may remain in possession and control of And operate and manage the Property and collect the procession the Property. The procession was a second of the property.

Duty to Maintain. Grantor shall maintain the Property in lenantable condition and promptly partition all repairs, replacements, and maintenance necessary to preserve its value.

Hezerdous Substances. The lerms "hezerdous waste," "hezerdous substance," "disposal," "releast." and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, of seq. ("CERCLA"), the Superfund Amendments and Reauthorization / of 1966, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservator and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to ziny of the foregoing. The terms "hezardous waste" and "hezardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Granfor represents and warrants to Lender that: (a) During the period of Granfor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or subclance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened 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 acknowledged by Lender in writing, (l) neither Granfor nor any teriani, contractor, agent or other authorized user of the Property shall use, generate, 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 laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lander and its agents to enter upon the Property to make such inspections and tests as Lander may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or lests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or fieblility on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hezardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes flable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lendor may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or Interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this ecotion of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the fleri of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or sulfor any skipping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), sell, gravel or rock products without the prior withen owneent of Lender.

Removal of Improvements. Granfor shall not demotish or remove any Improvements from the Real Property without the prior written consent of

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Lender. As a condition to the removal of any improvements, Lender may require Granton to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender 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.

Compilance 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 compilance 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 abandon nor leave unattended 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 the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare 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 therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sie, deed, installment sale contract, tand contract, contract for deed, leasehold interest with a term greater than three (3) years, tease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding little 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 twenty-five paids (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such a car isse is prohibited by federal law or by lithous law.

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

Payment. Grantor shall pay when rue (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied spainst or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property tree of all tiens having priority over or equal to the interest of Lander under this Morigings, sweept to the San of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following percycaph.

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 Lender's interest in the Property is not sopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the fien arises or, if a lien is filed, which missen (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 surely 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 foreclosure or sale under the lien, in any contest, Grantor shall defend itself and Lender and shall self-sty on adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender statisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender 11 e/y lime a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days brione any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's item, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assure some 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 ( ) and of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire Insurance with charifard 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 tayor of Lender. Policies shall be written by such insurance companies and in sucty form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written locate to Lender and not containing any discissmer of the insurer's liability for failure to give such notice. Should the Real Property at any time personal located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agraze to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and is or becomes available, for the term of the loan (and for the full unpeld 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 Property. Lender may make proof of loss if Grantor falls to do so within fifteen (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 lien 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 damaged or destroyed improvements in a manner satisfactory to 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 hureunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender 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 foreclosure 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 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 icss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor tails to comply with any provision of this Mortgage, including any obligation to maintain Existing indebtedness 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 deems appropriate. Any amount that Lender expends in so doing will beer interest at the rate charged under the Credit 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 credit line 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

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Credit Agreement, or (c) be treated as a belicon payment which will be due and payable at the Credit Agreement's maturity. This Morigage 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 Lander shall not be construed as curing the default so as to bar Lander from any remedy that it oftenwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Morigage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all items 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, Lender in connection with this Mortgage, and (b) Grantor 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 egainst the lewful claims of all persons. In this event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender 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 reputations of governmental authorities.

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

Existing Lien. The ten of his Mortgage securing the Indebtedness may be secondary and interior to the tien securing payment of an existing obligation with an account wither of 01-10419758 to AMERIFED. The existing obligation has a current principal belance of approximately \$35,758.00 and is in the original principal amount of \$37,000.00. Grantor expressly coverants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prover, any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents or such indebtedness.

No Modification. Grantor shall not enter initial any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which kind of coment is modified, amended, extended, or renewed without the prior written consent of Lander. Grantor shall neither request nor accept any future consent or under any such security agreement without the prior written consent of Lander.

CONDENNATION. The following provisions relating it condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to five indebtedness or the repair or restoration of the Property. The net proceeds of the award shell mean the award after payment of all reasonable costs, expenses, and attorneys' sees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Granter shall promptly health under in writing, and Granter shall promptly take such steps as may be necessary to defend the action and obtain the award. Granter may be the nominal 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 Lender such instruments as may be requested by it from that is type 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 Mortgage:

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

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon it is type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or in quired to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the 1 ender 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 Infere it made by Grantor.

Subsequent Taxes. If any lex to which this section applies is enacted subsequent to the date of this Mortgage, it's an smill have the same effect as an Event of Default (as defined below), and Lender may exercise any or 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 at one in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating 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 any of the Property constitutes follows 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 Lender, Grantor shall execute financing statements and take whetever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, tile executed counterparts, copies or reproductions of this Nortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security Interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to 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 Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (sech 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 filled, 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, perfect, continue, or preserve (a) the obligations of Grantor 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 owned or herselfer acquired by Grantor. Unless prohibited by lew or agreed to

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of the made cline to exercise this power as it sees the best apply to a first set as the second common is

insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the magazinition, such proceeds shall be paid to Lander.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bytaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

A 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 metters 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 staration or amendment.

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 Itilnots.

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

Marger. There shall be no marger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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

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

secors and Assigns. Subject to the limit fone stated in this Morigage on transfer of Grantor's interest, this Morigage shall be binding upon and inure to the benefit of the parties, their successor and assigns. It 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 forbegrance or extension without releasing Grantor from the oralgetions of this Mortgage or liability under the Indebtedness.

Time to of the Essence. Time is of the essence in the perio mance of this Morigage.

Walver of Homesteed Exemption. Grantor hereby releases and walves all rights and benefits of the homesteed exemption laws of the State of tilingle as to all indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission of 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 Mr. tr. op 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 Lander and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever DE 9 DE 201 consent by Lender is required in this Morigage, 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 MONTUAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

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the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to the other paragraphs.

Afterney-in-Fact. If Granter falls to do any of the things referred to in the preceding paragraph, Lander may do so for and in the name of Granter and at Granter's expense. For such purposes, Granter hereby irrevocably 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 Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the credit line account, 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 the evidencing Lander's security interest in the Pensonal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lander from time to time.

DEPALAT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Morigage: (a) Granfor commits fraud or makes a material misrepresentation at any time in connection with the credit time account. This can include, for example, a take statement about Granfor's income, assets, liabilities, or any other aspects of Granfor's financial condition. (b) Granfor does not meet the repayment terms of the credit line account. (c) Granfor's action or inaction adversely affects the collateral for the credit line account or Lander'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 toxes, death of all persons liable on the credit line or sale of the dwelling, creation of a iten on the dwelling without Lander's permission, foreclosure by the holder of another lien, or insulate or the dwelling for prohibited purposes.

RIGHTS AND REMEDIEL O'I DEFAULT. Upon the occurrence of any Event of Default and at any time thereefter, Lender, at its option, may exercise any one or more of the following lights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Livider shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any previous and payable, including any previous and payable, including any previous and payable.

UCC Remedies. With respect to a 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, inhout notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proces/s, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any lenant or other user of the Projectly to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as carrier's attorney-in-fect to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the process. Payments by tenants or other users to Lender in response to Lender's demand shall salisfy the obligations for which the payments are made. At either or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or ithrough a receiver.

Mortgages in Possession. Lander 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 Rents from the Property and apply the process, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without bond if ps miled by taw. 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. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

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

Other Remedies. Lander shall have all other rights and remedies provided in this Morigon with Credit Agreement or equition at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lander shall be tree to sell all or any part of the Property logethy or severalely, in one sells of by deparate seles. 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 enty public sale of the French 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 Mortgage shall not constitute. (htt) yer of provision 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 expenditures or take action to perform an obligation of Grantor under this Mortgage waller failure of Grantor to perform shall not affect Lender's right to declare a detault and exercise its remedies under this Mortgage.

Alterneys' Rees; Expenses. If Lander institutes any suit or action to enforce any of the terms of this Mortgage, Lander shall be entitled to recover "Juch sum as the court may adjudge reasonable as attorneys' tees, at trial and on any appeal. Whether or not any court action is involved, all "Jessonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the entorpement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repeid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitalishi, highiciling atterneys' less and Lender's legal expenses whether or not there is a levistit, highiciling atterneys' less for bankruptcy proceedings (including efforts to modify or vecale any automatic stay or injunction), appeals and any altititudities and expenses less, 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.

MOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of delast and any notice of sale to Grantor, shall be in writing and shall be affective when actually delivered or, it mailed, shall be desmed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its 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 tien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or occupantive ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lander to vote in its discretion on any matter that may come before the sessociation of unit owners. Lender shall have the right to assertise this power of attorney only after detault by Grantor; however, Lander may

Loan No 0900004508

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7 **egi4-00-19**81 Loan No n900064598

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STATE OF FUINDIS	DOVE VC	MIOW.	EPGMEI	<b>*</b>			
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On this day before me, the undersigned Notary Public STEVER R. O'DONNELL, is me known to be the individ Microgage as their tree and voluntary act and deed, for the	Suels descibed	W And Who (	executed the	LLES N/K/A : Morigage, an	BUSAN KARA d acknowledge	LES O'DONNEL ad that they sign	L and led the
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On this day before mis, the undersigned Notary Public, known to be the individual described in and who execute of formesteed Exemption as his or her top and voluntary of	d the Walver of	pered SUSAR Homesteed & ir the uses an	N. KARALI Exemption, ar pl.purposes ti	ES N/K/A (1) nd acknowled nerein mention	MARALES	S-O'DONNELL, she signed the	Naiver
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04-30-1993 Loan No 0900004508

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RECORDATION REQUESTED BY:

BEVERLY BANK 8611 WEST 180TH STREET ORLAND HILLS, IL 60477

WHEN RECORDED MAIL TO:

BEVERLY BANK 8011 WEST 150TH STREET ORLAND HELS, IL 40477

BOX15

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE

Marths Mortgage is dated april 30, 1993, between Susan M. Karales N/K/A Susan Karales O'Donnell and Steven R. O'Donnell, busbandkund with whose address is 8100 W. 168TH PLACE, TINLEY PARK, IL 60477 (referred to below as "Grantor"); and Reverse Bank, whose address is 8811 West 159TH Street, Orland Hills, IL 60477 (referred to below as "Linder").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgage, warrants, and conveys to Lender all of Grantor's right, little, and interest in and to the following described real property, together with all existing of subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock Injutilities with ditch or irrigation rights); and all other rights, royalities, 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"):

UNIT NUMBERS 3-E AND P-3-E IN BUILDING 78 IN CHERPY CREEK SOUTH CONDOMINIUM III, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN CHEERY CREEK SOUTH PHASE III, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12 FAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE CECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85,179,907 AS AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COCK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8100 W. 168TH PLACE, Orland Mills, IL 60462. The Real Property tax Identification number is 27-26-203-048-1008. 27-26-203-048-1059 (p-3-e)

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all fem's 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 Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms 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" mean the revolving line of credit agreement dated April 30, 1993, between Lender and Grantor With a credit limit of \$20,000,00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Morigage is April 30, 2000. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 8,000% per annum. The interest rate to be applied to the outstanding account belance shall be at a rate 1,000 percentage points above the index for belances of \$35,000.00 and under and at a rate 0,500 percentage points above the index for belances of \$35,000.01 and above, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 3,900% per annum or more than the lesser of 18,000% per annum or the maximum rate allowed by applicable law.

Editing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgags.

Grantor. The word "Grantor" means SUSAN M. KARALES N/K/A SUSAN KARALES O'DONNELL and STEVEN R. O'DONNELL. The Grantor is the mortgagor under this Mortgage.

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

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

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RECORDATION REQUESTED BY:

## WHEN RECORDED MAR TO:

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discline to exercise this power as it sees fit.

surance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the ecciation, such proceeds shall be paid to Lander.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bytaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a lessehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lesse of the Real Property from its owner.

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

Amendments. This Morigage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No attention 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 attention or amendment.

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 Morto. ....

Merger. There shell be no inorger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lenvier in any capacity, without the written consent of Lender.

Stuttiple Parties. All obligation 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 of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent prisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be more 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 limitation's 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 assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantors successors with reference to this Morigage and the Indebtedness by way of forbearance or extension without releasing Grantor from the culturations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the assence in the performance of this Mortgage.

Watver of Homesteed Exemption. Grantor hereby releases and watver all rights and benefits of the homesteed exemption laws of the State of Minois as to all indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have walved an injust under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission 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 Morturae shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. The 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. Office

GRANTOF

This Mortgage prepared by:

KATHERINE PHODES 0011 W. 1907H STREET OPLAND HELS, IL 60477

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STEVEN H. O'DOMNEEL

This Mortgrige prepared by

Kathetinne rifees 1865 w. 1697h Street 1881aro Hals, R. 4047f

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Page 7

WAIVER OF HOP	MESTEAD EXEMPTION
I am signing this Waiver of Homestead Exemption for and benefits of the homestead exemption laws of the I understand that I have no liability for any of the affil	or the purpose of expressly releasing and waiving all rights se State of illinois as to all debts secured by this Mortgage irmative covenants in this Mortgage.
SUSAN M. KARALES MIKIA SUBAN KARALES-O'DONNELL	
WAIVER OF HON	MESTEAD EXEMPTION
I am signing this waiver of Homestead Exemption for and benefits of the homestead exemption laws of the understand that I have no liability for any of the affiliation.	or the purpose of expressly releasing and waiving all rights e State of Illinois as to all debts secured by this Mortgage.  rmative covenants in this Mortgage.
X Steven B. O. Donnell STEVEN R. O'DONNELL	• ·
(N)VIVIDUAL A	CKNOWLEDGMENT
STATE OF JULIDOIS	
COUNTY OF COOK	•
On this day before me, the undersigned Notary Public, personally a STEVEN R. O'DONNELL, is me known to be the individuals described Mortgage as their free and voluntary act and deed, for the uses and purp	procred SUSAN M. KARALES N/K/A SUSAN KARALES O'DONNELL and in a.id, who executed the Mortgage, and acknowledged that they signed the power in arein magitioned.
Given under my hand and official again this 30	day or
of the Contraction	Residing A 1 200 Robert W. Stowner Williams
Notary Public in and for the State of	My commission Expires 4/5/16
INDIVIDUAL AC	CKNOWLED G. J. J. S.
STATE OF FUINDIS	
COUNTY OF POOLS	TŚ
On this day before tree-the undersioned Notary Public, personally app	peared SUSAN M. KARALES N/K/A SUSAN FURALES-O'DONNELL, to me of Homest and Exemption, and acknowledged (not its or she signed the Walver for the uses and purposes therein mentioned.
	dw ne /ND/1/C .1954.
Att We The	Residing 1963 & Daniel San John 70
Notary Public In and for the State of	My commission experies W. Stawinski Notary Funder, State of Illinois My Canantinaion Expires 4/5/96

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