\$354 /96ge Poed, Homewood, II. 65430 (708) 784-6080 18880 Chile Highway, Homewood, II. 60450 "LEMORE"

MORTGAGE

GRANTOR Ali Akbar Sharsof Tauhoodah Sharoof	BORROWER Ali Akbar Shareef Tauheedah Shareef
ADDRESS 16626 Plymouth Drive Markham, IX 60826 TRAPHONENO. IMPRINATION NO. 708-339-82-7 325-32-5692	ADDRESS 16626 Plymouth Drive Narkham, YL 60626 TRUSHOMEND: DESTRUCTANT NO. 708-339-8267 325-32-5692

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to the Mortgage and Incorporated herein together with all future and present improvements and fixtures; privileges, hereditements, and appurtenances; lesses, licenses and other agreements; rents, lesses and profits; water, well, ditch, reservoir and mineral rights and standing timber and out a pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Montgage of a secure the payment and performance of all of Borrower and Granton's present and future, indebtedness, liabilities, obligations and covenants (cumulative), "Congetions") to Lander pursuant to:
 - (a) this Mortgage and the following promissory notes and other agreements:

AND RATE	CREDIT LINE	AGREEMENT DATE	PATE	CUSYOMEN	CO-UP NUMBER
FIXED	\$13,000.00	05/06/93	05/02/98		2300037707
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ali other foregoing);	present or future obligations of	Borrower or Caritor to	Lender (whether Inc	urred for the same or	different purposes than th
	, extensione, amendmente, modific	cations, replacement, or	ubetitutions to any of	the foregoing.	
•	his Mortgage and the Obligations d		4		purposes.
otes and other agre cures future advar- ture advances were	ANCES. This Mortgage secur sements evidencing the revolving onces, with interest thereon, whethe made on the date of the execution	redit loans described in ; ir such advances are obli in of this Mortgage, and :	paragroph 2. The Moi igaicry in to be made although /hore may be	rigage secures not only at the option of Lender no indebtedness outstr	existing Indebtedness, but all r to the same extent as if su anding at the time any advan-
	amount of indebtedness secured to time, but the total of all such is	ndahtadaasa sa sacurad	shall not a letted \$		II This Morton
scures the repaym	ent of all advances that Lender in total of all such indebtedness so s	tey extend to Borrower :	or Grants: under	promiseory notes and o	Decinoses stremes agrantes

- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repsyment of all amounts expended by Lander to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, whounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 8. CONSTRUCTION PURPOSES. If checked, 🛄 this Mortgage secures an indebtedness for construct a par poses
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to further that:
 - (a) Grantor shall meintain the Property free of all liens, security interests, encumbrances and claims except for wie Mortgage and those described in Schedute B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, "of grantor, stored, or disposed of any "fezzardous Meterials", as defined herein, in connection with the Property or transported any Hazardous Materials or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any isst articus waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) triable as beston; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated to "nezardous aubstance" gursuant to Section 371 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substances, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duty authorized to execute and perform its Obligations under this Mongage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 8. TRAMSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promiseory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lander to contact any third party and mairs any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lander's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a tien, security interests or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the mounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other perty thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purpositing to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lander.

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At 15

11. COLLECTION OF INDEBTENNESS PICTUATION PLRTM invalidation and insurance companies) to pay Lender any intibotischess or obligation, twing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor shall diligently collect the indebtedness owing the grantor shall follow the propayment of any indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness following the giving of such notification or if the instruments or other remittances in trust for Lander apart from its other property, endorse the instruments and other remittances to Lander, and immediately provide Lander with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

12. USE AND MAINTENANCE OF PROPERTY. Granter shall take all actions and make any repairs needed to maintain the Property in good condition. Granter shall not commit or permit any waste to be committed with respect to the Property. Granter shall use the Property solely in compliance with applicable law and insurance policies. Granter shall not make any alterations, additions or improvements to the Property without Lander's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lander, shall not be removed without Lander's prior written consent, and shall be made at Granter's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, crilision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lendar in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance, an oeeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, and reference of a shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of in usence indicating the required coverage. Lender may not as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is shall have the right, at its sole option, to apply such monles toward the Obligations or toward the cost of rebuilding and restoring the Property. Are amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild a director the Property.

18. ZONING AND PRIVATE COVENANTS. Gramor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Gramor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be disperinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lander with written notice of any proposed changes by the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies pay tible to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, large's penses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL /A TRONS. Grantor shall immediately provide Lander with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. (Irantor hereby appoints Lander as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromize or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and easiest Lender in any action hersunder.

18. INDEMNIFICATION. Lander shall not assume or be responsible for the proformance of any of Grantor's Obligations with respect to the Property under any olocumstances. Grantor shall immediately provide Lender and its sharefulding, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, Habilities (inclusing attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (curnulatively "Claims") pertaining to the Property (not using, but not limited to, those involving Hazardous Materials) (Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to relief Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own regal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mort Jage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Timperty when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premiur., tixes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of fixes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its opens to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time is time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's incordition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency, as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.

22. DEFAULT, Grantor shall be in default under this Mortpage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) falls to pay any Obligation to Lender when due;
(b) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
(d) seeks to revoke, terminate or otherwise limit its flability under any guaranty to Lender;
(e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
(f) causes Lender to deem itself insecure in good faith for any reason.

9337258 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following edies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full;

(c) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property; (f) to foreclose this Mortgage;
(g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts

intained with Lender; and fit) to exercise all other rights available to Lander under any other written agreement or applicable law.

Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lande institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- symptoms to which Crantor would otherwise be 24. WAIVER OF HOMESTEAD AND OTHE entitled under any applicable law. 25. BATISTACTION. Upon the payment in full of the dehed of record by Lender. in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lander for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, fincluding, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
 - 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expanses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lander as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lander's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous ilen, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lendr /s resonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Long in may release its interest in a portion of the Property by executing and recording one or more partial releases without ecting its interest in the remediting portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Propriet.
- 23. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender, carder may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A wester on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends compromises, exchanged, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against an Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Morigagy shalf be binding upon and inure to the benefit of Grantor and Lender and their respective coessors, assigns, trustees, receivers, administrators, (erap lai representatives, legatees and devisees.
- 35. NOTICES. Any notice or other communication to the provided undor this Mortgage shall be in writing and sent to the parties at the address described in this Mortgage or such other address as the parket rule designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days af er rulli notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortgage violates the law 😽 is unenforceable, the rest of the Mortgage shall continue to be valid and
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws (th) state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. In ntor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall are used all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trivility jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related door ments represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 39. ADDITIONAL TERMS.
 - 1. COLLATERAL SECURING OTHER LOANS WITH LENDER MAY ALSO SECURE THIS LOAN.
 2. RENEWAL OF THIS LOAN WILL BE SUBJECT TO A RENEWAL FEE.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage. Detect: MAY 1, 1993				
Ali Akbar Sharees Ali Akbar Sharees	Ziuliedah Sharees Marcos			
GRANTOR:	GRANTOR:			
GRANTOR:	GRANTOR:			
GRANTOR	GRANTOR:			

	IAL-COPY
County of COOK	County of)
Margaret Falm a notary	The foregoing instrument was acknowledged before me this
public in and for said County, in the State storessid, DO HEREBY CERTIFY that Ali Akbar Shareef & Tauheedah Shareef	
personally known to me to be the same person 8 whose name 870 subscribed to the foregoing instrument, appeared before me	23
this day in person and acknowledged thatthe Y	
algned, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.	on behalf of the
Given under my hand and official seal, this 6th day of May 1993	Given under my hand and official seal, this day of
Jangary Outon	
Notery Public Commission expires:	Notary Public Commission expires:
OFFICIAL SEAL MARGARET PALM	
	DULEA
The street address of the Propery († applicable) is: 16626 Plymouth Design Markham, IL 60426	. pept—01 несоноты \$27.50
(C)	T#8888 TRAN 9084 05/19/93 15:05:00 #1970 # ※ークオー379888
	COOK COUNTY RECORDER
Permanent Index No.(s): 28-24~420~034	
The legal description of the Property is:	
LOT SEVENTEEN (17) IN BLOCK TEN (17) IN CAN NO. 3, A RESUBDIVISION OF PART OF CAMPERBUR A SUBDIVISION OF THE WEST BALF OF THE 13/3T MORTHWEST QUARTER OF SECTION 24, TOWNOFF 3 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK CO TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF COOK COUNTY, ILLINOIS, ON JULY 9, 1957.	I GARDENS UNIT NO. 2, HALF AND PART OF THE 6 NORTH, RANGE 13, BAST UNTY, ILLINOIS, ACCORDING NO THE REGISTRAR OF TITLES
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	Clork's
	Q ₁
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SCHEDULE B

EXISTING LIENS OF RECORD

4986%

This instrument was propored by: Iris Luth/CJR

After recording return to Lender.

LP-4.501 @ FounAtion Technologies, Inc. (12/15/82) (800) 837-3799

Document prepared by: S Young RETURN MAIL TO:

SYoung, Loan Administration

First National Bank of Blue Island

13057 S Western Ave

Blue Island, IL 60406-2418

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