RECORDATION REQUESTED BY:

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

COOK COUNTY ILLINOIS FILED FOR DECORD

93398944

WHEN RECORDED MAIL TO:

American National Bank 3307 Chicago Road South Chicago Height, IL 69411 93 MAY 26 PM 12: 47

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THIS NOT HOMESTEAD PROPERTY

MORTGAGE

THIS MORTGAGE IS DATED MAY 25, 1993, between John E. Van Kalker Jr., whose address is 2225 Van Kalker Drive, Crete, IL 60417 (referred to below as "Grantor"); and American National Bank, whose address is 3307 Chicago Road, Snuth Chicago Height, IL 60411 (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 discribed real property, together with all existing or subsequently erected or affixed buildings, improvements and fotures; all easements, rights of way, and appurtenances; all water water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, waters, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Will County, State of Illinois (the "Real Property"):

THE NORTHWESTERLY 288.0 FEET OF THE SOUTHEASTERLY 550.0 FEET OF LOT 3 IN OWNER'S SUBDIVISION OF LUTE 12 AND 16 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 16060-16074 Vandustrial Lane, So. Holland, IL 60473.
The Real Property tax identification number is 19-18-022-0000.

Grantor presently assigns to Lender all of Grantur's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The losowing words shall have the lost meanings when used in this Mongage. Terms not otherwise defined in this Mongage 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.

Grantor. The word "Grantor" means John E. Van Kalker of The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes with lut firmation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Insprovements. The word "Improvements" means and include virthout limitation all existing and future improvements, fodures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other occustruction on the Real Property.

indebtedness. The word "Indebtedness" means all principal and interist payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Len, ar is enforce obligations of Grantor under this Mongage, logether with interest on such amounts as provided in this Mongage.

Lander, The word "Lander" means American National Bank, its successors and artisigns. The Lander is the mortgage under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Londer, and includes without limitation all assignments and security interest provisions relating to Se Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated May 25, 1993, in the original principal amount of \$250,000.00 from Grantor to Lender, together with all renewals of, extensions of, no shattons of, relinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.500%. The Note is payable in 180 monthly payments of substitutions for the promissory note or agreement. The interest rate on the Note is 8.500%. \$2,461.85.

Personal Property. The words "Personal Property" mean all equipment, focures, and other article's of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, 0,41s, and additions to, as replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limits) on all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Porsonal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Gra/a c Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory influt, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and ducuments, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, 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 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 default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," 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 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1988, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. (Saction 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The femological substance state or sederal laws, rules, or regulations adopted pursuant to any of the foregoing. The femological substance substance shall also include, without firmtation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance 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 Proporty or (ii) any actual or threatened legation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Grantor nor any tenant, 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

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Property of Cook County Clerk's Office

fuderal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorities Lender and its agents to ester 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 Mortgage. Any inspections or tests 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 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 hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes 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 austain 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 section of the Mortgage, including the not be affected by Lender's acquisition of any interest in the Property, whether or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance 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, Grantor 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 Lander. As a condition to the removal of any Improvements, Lender may require Grantor 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.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all grifer mental 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 joopardized. Lender may require Grantor to post acequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Gradin 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 facts in which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LT IDER. Lender may, at its option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the Lender's prior within 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, dead, installment sale confiant, land contract for deed, leasehold interest with a term greater than three (3) years, leasehopton 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 Canator is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (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 exercises is prohibited by federal line or by the line of the sale property.

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

Payment. Grantor shall pay when due (and in Elements prior to delinquency) all taxes payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay which due all claims for work done on or for services rendered or material turnished to the Property. Grantor shall meintain the Property free of all sens having priority over or equal to the interest of Lender under this Mortgage, except for the sen of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tix, assessment, or claim in connection with a good fatin dispute over the obligation to pay, so long as Lander's interest in the Property is not jeopardized. If a fien arises or is filed as a result of nonpayment, Grantor shall within lifteen (15) days after the lien arises or, if a lien is filed, within lifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or it requested by Lender, deposit with Lender cash or a sufficient comparts surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and atterneys' fees or other charges that could accrue as a result of a forecosure or sale under the lien. In any contest, Grantor shall defend their and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surely bond furnished in an contest proceedings.

Evidence of Payment. Grantor shall upon demand turnish to Lender satisfactory evidence of payment of the taxes 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 Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any vork is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or o her lier could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender full 32 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 Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with a indiad 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 consurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be writhin by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of covering them each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written in tips to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time became located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agree's 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 unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the primated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within lifteen (15) days of this craulity. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the rectuction of the Indebtodness, payment of any son 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. 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 hereunder. Any proceeds which have not open disbursed within 180 days after their recept 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.

Unexplied 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.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estale taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the toxes and insurance premiums become definement. Grantor shall further pay a monthly pro-reta share of all assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in field of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any flem before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mongage, or if 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 bear interest 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 exportioned 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; 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 Lender shall not be construed as curing the default so as to be Lender from any remery. End it otherwise would have had.

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all fiens and encumbra. The other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lander in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Fitte. 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 guestions 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 regulations of governmental authorities.

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

Application of Nat Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fou of condemnation, Lender 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 especiation of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' (expenses) incurred by Lender in connection with the condemnation.

Proceedings. If r ry proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be ner assimpt to detend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to perticipate 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 Mongage.

Current Taxes, Fees and Charger. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real 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 clinic charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxer to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b' a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Industriant secured by Grantor.

Subsequent Taxes. If any tax to which this section police is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and lient or 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 in Larbames delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corpor to surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The lollowing 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 fixtures or other personal property, and Lander shall have all of the rights of a secured party under the Uniform Commercial Code as amonded from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever 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, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expresses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and sit a place resonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The making addresses of Grantor (debtor) and Lender (secured party), fir in which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial 27 de), 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 deed, appropriate, any and all such mortgages, and struct, 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 efficiely a nompleto, perfect, continue, or preserve. (a) the obligations of Grantor under the Note, this Mortgage, and the Rolated Documents, and Party is liens and security interests creeted by this Mortgage as first and prior fens 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 reimburse Lender for all costs and expenses incurred in nonnection 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 or 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 state next on the evidencing Lender'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 Lander, shall constitute an event of default ("Event of Default") under this Mortgage:

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

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent fling of or to effect discharge of any lien.

Compliance Default. Failure 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 Lender 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 commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the desolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any criciflor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good farth dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreciosure or forefeiture proceeding, provided that Grantor gives Lender written notes of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied

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within any grace period provided therein, including without smitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or leter.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor disa or becomes incompetent.

insecurity. Lender reasonably deems itself insecure.

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 addition to any other rights or remedies provided by law:

Accelerate Indebtedness, Lender shall have the right at its option without notice to Grantor to doctare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the not proceeds, over and above Lender'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 or use tees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of at a try 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 proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in pollossion or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the application of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as inforeiver.

Judicial Foreclosure, Under may obtain a judicial docree foreclosing Greatur's interest in all or any part of the Property.

Deficiency Judgment. If printited by applicable law, Lender may obtain a Judgment for any deficiency remaining in the Indibbtedness due to Lender after application of all with received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available 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 remodies, Lender, shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any runal sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor russons in 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.

Watver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with this provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to the expenditures 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 inforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' kels, 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 in the processary at any time for the protection of its interest or the enforcement its rights shall become a part of the indebtedness payable on deman i and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, not ever subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including strumnys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anscipated post-judit ment collection services, the cost of searching records, obtaining that reports (including foreclosure reports), surveyors' reports, and appraisal fier, 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 mithout 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 made i, shill be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown nit at 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, sp. orhing that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority one 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 informal at all times of Grantor'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 emendment 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.

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

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

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

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 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 Asalgns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and 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 forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Walver of Homestead Exemption. Grantor he eby releases and waives all rights and benefits of the homestead exemption laws of the State of Minois as to all Indebtedness secured by this Mortgage.

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

Walvers and Consents. Lender shall not be discred to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or 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 Mortgage shall not constitute a waiver of or prejudice the party's right oftenwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Crantor, 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.

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05-25-1993 Loan No 93339050

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This Mortgage prepared by: American National Bank 3307 Chicago Road So. Chicago Heights, IL 60411 INDIVIDUAL ACKNOWLEDGMENT			
OUNTY OF COOK) 88)		
ic executed the Mortgag., rint acknowle received therein mentioned	dged that he or she sign	ned the Mortgage as hi	after Jr., to me known to be the individual describes or her free and voluntary ect and deed, for the
Tuesse A year	ine	Residing at	SOUTH HOLLAND
tary Public in and for the State of	LLINOIS	My commissio	on expires
	904	County	Clort's Original

Property of Coot County Clert's Office