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R: FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION),
A NATIONAL BANKING ASSOCIATION
141 NORTH MAIN AVENUE
SIGUX FALLS, SD 57117 LENDER:

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 this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water; well, ditch, reservoir and mineral rights and stocks; and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS, his Mortgage shall secure the payment and parlormance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the cilipwing agreement:

and observed.					
PRINCIPAL AMOUNT/	MATURITY				
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Page 1 of 4

- (b) all renewals, extensions, amendments, incations, replacements or substitutions to any of the foregoing;
 - (o) applicable law emper toper will be to pre entail I was your set me or somewing the execution

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- 3. PURPOSE: This Mortgage and the Obligations of scribed herein are executed and incurred for consumer purposes.
- 4. The total smoutht of indebtedness secured by this wire ig. go under the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtedness a secured shall not exceed \$ 10.000.00 plus interest, collection costs, and amounts secured to protect the lien of this Mortgage. The Note secured hereby evidences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtedness and future advance made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, ilthout regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness in its unding at the time any advance is made.
- S. EXPENSES. To the extent permitted by law, this Mortgage secure, the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest, thereon, and property of the payment of taxes, special assessments, or insurance on the Property, plus interest, thereon, and property of the payment of taxes, special assessments or insurance on the Property, plus interest, thereon, and property of the payment of taxes, special assessments or insurance on the Property, plus interest, thereon, and property of the Property of JEBUL CAR OUAL
 - 6. HEPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, roumbrances and claims except for this Mortgage and liens and encurnbrances of record;
 - Neither Grantor nor, to the best of Grantor's knowledge, any other party has and, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transpuried or Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the filture. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any not commit or permit duch actions to be taken in the future. The form "Hazardous Mate als" shall mean any hazardous waste, toxic substances, or any other substance, materials, or, waste which is or becomes regulated by any governmenta, authority including, but not similate to, (i) petroleum; (ii) friable or nontriable asbestos; (iii) polychlorinated biphjenyis; (iv) those substances, materials or, we're designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or or placements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 100 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 100 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, the regulation or ordinance now or because the statute or any other similar statute.

similar statuto, rule, regulation or ordinance now or hereafter in effect;
(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Manager 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; and
- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or violated and shall not violate any statute, regulation, ordinance, rule of law, contract or violated and shall not limited to, those governing Hazardous Materials) or Lander's rights or linerast in the Property pursuant to this
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person with the prior written approach 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 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 to sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES., Grantor hereby authorizes Lender to contact any third party and make 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.
- INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the with least and United AGREMENTS. 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, Grantoff without Lender'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 lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or; the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party; therefore, if Grantor receives at any time any written communication asserting st default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDEBTEDNESS FROM THISD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including the not limited to, lessees, licensees, governmental authorities, and insurance companies) to pay Lender, any indebtedness or obligation owing 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 from these third parties until the giving of such notification; in the event that Grantor possesses or receives possession of any instruments of their remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any indebtedness or the property, endors 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 be liable to Grantor for any action; error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting the/form.
- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without ilmiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

- 12. LOSS OR DAMAGE. Granter shall be to the entire risk of any loss, their decruation or damage (our rull lively "Loss or Damage") to the Property or any portion thereof from any case what poyer in the loss of Damage, or inter shall, at the option of Linder, 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.
- 13. INSURANCE. Granter shall keep the Property insured for its full value against all hazards including less or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Granter may obtain insurance on the Property from such companies as are acceptable to Lender 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 at elered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Granter 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 proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Granter fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Granter shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as atterney-in-fact for Granter in making and settling claims under insurance policies, cancelling any policy or endorsing Granter'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, Granter shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Granter. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against 13. INSURANCE. Granter shall keep the Property insured for its full value against all hazards including less or damage caused by fire, collision, theft,
- 14. ZONING AND PRIVATE COVENANTS. Grantor 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 Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. 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 payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lander's attorneys' fees, legal expenses 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 reslove or repair the Property,
- 16. LENDER'S RIGHT TO CUMPENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other projecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commonce, intervene in, and defend such actions, sults, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistaks, imission 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.
- 17. INDEMNIFICATION. Lender shall not recume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any disconnections. Grantor shall immediately provide Lander and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Meritals). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to incismnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes any present relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estant of annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, 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 lung right 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.
- 19. IRSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Gran or shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contains u1. Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its Loot's and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may require trigarding Grantor's financial condition of the Property. The Information shall be for such periods, shall reflect Grantor's records at such time, and shall be condered with such frequency as Lender may designate. All Information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grant or shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) are outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligation; and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may marker the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner,
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations of his Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;
 (b) fails to meet the repayment terms of the Obligations; or
 (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property of John's's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain his hance or to pay taxes on the Property, allowing a flen senior to Lender's to result on the Property without Lender's written consent, allowing the which of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lander, committing waste of the Property to selzure or confiscation. confiscation.
- 22. 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 remedies without notice or demand (except as required by law):
 - to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

- (d) to declare the Obligations immediately due and payable in fult;
 (e) to collect the outstanding Obligations with or without resorting to judicial process;
 (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lander;

(e) to collect all of the renta, issues, and profits from the Property from the date of default and thereafter;
(f) 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;
(g) to foreclose this Mortgage;

- (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 (n) to exercise all other rights available to Lender under any other written agreement or applicable law.

 Character's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the Decompt 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 be captified. Potherwise be raquired.
- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender 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, (including, 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.
 - 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise beentitled under any applicable law.

25. COLLECTION COSTS. If L iy amdunt d cing any right or remedy under this Grantor agrees to pay Lender's reas 28. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender. 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, 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 expenses), to the extent permitted by law, 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 Lender as its attorney 'n-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. Lender's performance of such action or execution of such documents shall not releve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, 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. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property. 32. MODIFICATION NO WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signer by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or cights. A waiver 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, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its d'ann against any Grantor, third party or the Property. 33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lander and their respective successors, assigns, trustees, receivem, paninistrators, personal representatives, legatees and devisees. 34. NOTICES. Any notice or other of minunication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by cartified mail, postage prepaid, shall be deemed given through days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given. 35. SEVERABILITY. If any provision of this Mortgagon iclates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and 36. APPLICABLE LAW. This Mortgage shall be govern d by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state. 37. MISCELLANEOUS. Grantor and Lender agree that time is 1 the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives ar 1 tight to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any lelated documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents. 38. ___ TRUSTEE'S EXCULPATION. This Mortgage is executed by -10/4'S OFFICE of the terms, provisions, stipulations, covenants and/or statements contained in this agreement. Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage, Dated: JULY 30, 1994 GRANTOR SUSAN K. GRANTOR: PARFET

GRANTOR:

GRANTOR

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that SUSAN K. PARFET, A SINGLE PERSON	that
	personally known to me to be the same personwhose name subscribed to the foregoing instrument, appeared before me
personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me	this day in person and acknowledged that
this day in person and acknowledged that he	and voluntary act, for the uses and purposes herein set forth.
signed, sealed and delivered the said instrument asfree and voluntary act, for the uses and purposes herein set forth.	Given under my hand and official seal, this day of
Given under my hand and official seal, this "OFFICIAL SEAL"	Notary Public
> Diane Van Praag	Commission expires:
Notary Public, State of Illinois Notary Public State of Illinois Notary Public State of Illinois	
Commission expires:	a a constant of the constant o
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	50655
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Permanent Index No.(s): 24-14-206-020	. #3586 # JB ※タ4756964 . cook county recorder
The legal description of the Property located in COOK	County, Illinois la:
TOWNSHIP 37 NORTH, RANGE 13, EAST COOK COUNTY, ILLINOIS.	LOT 4, IN BLOCK 2, IN GUNNS SUBDIVISION CRES OF THE NE 1/4 OF SECTION 14, FOF THE THIRD PRINCIPAL MERIDIAN, IN
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	This instrument was drafted by:
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	FIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION)
	141 NORTH MAIN AVENUE
The state of the s	SIQUE FALLS, SD 57117
	After recording return to:
	FIRST BANK OF SOUTH DAKOTA
	(NATIONAL ASSOCIATION) CASC/LIEN PERFECTION DEPARTMENT
	P.O. BOX 64778
	ST. PAUL, MINNESOTA 55164-0778

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"OFFICIAL SEAL" Diane Van Fraag Natary Public, Store et Illinois Property of County County Clark's Office My Commission Expires 4/1/97

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