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RECORDATION REQUESTED BY:

Boulevard Bank National Association. 410 North Michigan Avenue Chicago, IL 80611-4181

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WHEN RECORDED MAIL TO:

Boulevard Bank National Association 91, JAN 28 AM 10: 04 Attn: Loan Documentation Department, LLS 410 N. Michigan Avenue 1858 3 1876 194 35 Chicago, IL 50611

SPACE ABOVE YHIB LINE IS FOR RECORDER'S USE ONLY

### MORTGAGE

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THIS MORTGAGE IS CATED NOVEMBER 1, 1993, between Robert M. Levy and Louis Lamar Levy, His Wife, whose address is 836 Sharidan Road; Wilmette, IL: 60091 (referred to below as "Grantor"); and Boulevard Bank National Association, whose address is 410 North Michigan Avenue, Chicago, IL 60611-4181 (referred to below as "Lender"). "

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, toger fer vith all existing or subsequently erected or affixed buildings, improvements and fixtures; all usements, rights of way, and appurenances; all water, water rights, watercourses and dictr rights (including slock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to he real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

THE NORTHWESTERLY 36 FEET OF LOT 16 AND THE SOUTHERLY 14 FEET OF LOT 16 IN BLOCK 2 IN INVERNESS, BEING A SUBDIVISION OF BLUCKS 1 TO 8 INCLUSIVE, 11, 12 AND 13 IN WESTERFIELDS ADDITION TO WILMETTE IN SECTION 26, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 83% Sheridan Road, Wilmette, IL 60091. The Real Property tax identification number is 05-26-103-005.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mongrue. Terms not otherwise dolined in this Mongrae shall have the meanings altributed to such terms in the Uniform Commercial Code: All references to use a amounts to lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Robert M. Lavy.

Existing indebtedness: The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Morigage.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgager under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Morlgage only to grant and convey that Grantor's interest in the Roal Property and to grant a security interest in Grantor's interest in the Roals and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law

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

Improvements. The word "Improvements" means and includes willhout limitation all existing and tuture improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

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

Lender. The word Lender means Boulevard Bank National Association, its successors and assigns. The Lender is the mortgagee under this and programme with the contract region of the Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Granfor and Lender, and includes without limitation all assignments and security Interest provisions relating to the Personal Property and Pents.

Note. The word "Note" means the promissory note or credit agreement dated November 1, 1993, in the original principal amount of \$246,500,00 from Borrower to Lander, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 5.000% per annum. The interest rate to be applied to the unpaid principal balance of this Morigage shall be at a rate of 1.000 percentage point(s) over the index, subject however to the following maximum rate, resulting in an initial rate of 7,000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the lesser of 21,000% per annum or the maximum rate allowed by epplicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE:

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

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and all substitutions for, any of such property; and (ogether with all proceeds (including without limitation 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 Personal Property.

Real Property. The words "Real Property" mean the property, Interests and rights described above in the "Grant of Mortgage" section.

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

Rents. The word 'Rents' means all present and future 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:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender fire in bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENT/ FICHS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Serrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower finciuding without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Excript as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

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

Possession and Use. Until in default, Granfor if ay 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 example condition and promptly perform all repairs, replacements, and maintenance necessary 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 mountings as set forth in the Comp should Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, at seq. ("CERCLA"), the Superinal Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1501, at seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or equiations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Granter represents and warrants to Lender that: (a) During the period of Granter's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened re case of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge cf, 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, tileatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledges by Lender in writing, (i) neither Grantor no: 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 federal, state, and tocal laws, regulations and ordinances, including without fimilation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and lesis, at Crantor's expense, 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. La Crentor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Fronerty for hazardous waste. Grantor hereby (a) releases and walves any luture claims against Lender for Indemnity or contribution in the even Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this suction 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 obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, 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 Lender. 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 governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good (with any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has needed Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's Interests in the Property are not jeopardized. Londer needed Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this upon the sale or

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transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or tolerest therein; whether logal, beneficial or equilable; whether voluntary or involuntary; whether by outright sale, deed, institlment sale contract, land contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property Interest. If any Grantor is a corporation, partnership or Imited liability company, transfer also includes any change in ownership of more than twenty-live percent (25%) of the voting stock, partnership interests or limited liability company interests, so the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by fillness law.

TAXES AND LIENS. The following provisions relating to the laxes and flens on the Property are a part of this Mongage.

Payment. Grantor shall pay when due (and in all events 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 when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all flens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing indebtedness referred to below, and except as eitherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any lax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fitteen (15) days after the lich arises or, if allien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the filen, or if requested by Lender, accosit with Lender cash or a sufficient corporate surety band or other security satisfactory to Lender in an amount sufficient to discharge the tien trus any costs and altorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall be and liself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lander as an additional sullage under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish 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 Properly.

Notice of Construction. Grantor shall notice and least fifteen (18) days before any work is commenced, any services and fulnished, or any materials are supplied to the Property, if any nechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lander furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following providers colating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall produce and met deln policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full-insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender cartificates of coverage from each insurer containing a slipulation that coverage will not be cancelled or diminished without ( in rimum of ten (10) days' prior written notice 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 become located in an area designated by the Director of the Federal Emergency Management Agency as a special road hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender 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, which ever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to it a Property. Lender may make proof of loss if Grantor tails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is implained, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restriction and repair of the Property. If Lander elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or restoration and repair, Grantor shall repair or replace the damaged or restoration and repair, Grantor shall repair or replace the damaged or restoration and repair, Grantor shall repair or replace the damaged or restoration and repair, Grantor shall repair or replace the damaged or restoration and repair, Grantor shall repair or replace the damaged or restoration and repair or replace the damaged or repair or repa Lender. Lender shall, upon satisfactory proof of such expenditure; pay or relimburae Grantor from the proceeds for the reasonable cost of repair or restoration it Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lander has not committed to the repair or restoration of the Property shall be used first to pay any a mount owing to Lender under this Mongage, then to prepay accrued interest, and the remainder, it any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any Unexpired insurance shall inure to the banefit of, and pass to; the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness." During the period in which any Existing Indebtedness described below is in affect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compilance with the insurance provisions under this Mortgage, to the extent compilance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing indebtedness.

EXPENDITURES BY LENDER. It Granter fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or it any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will 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 an demand. (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (i) the term of any applicable insurance policy or. (ii) the remaining term of the Note, or. (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lander shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

Detense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lewful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Morigage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be antitled 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. Granter warrants that the Property and Granter's use of the Property complies with all existing applicable faws, ordinances, and regulations of governmental authorities.

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

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

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

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

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

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

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. 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 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 FY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental laxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Granfor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to pene a and continue Lender's fien on the Real Property. Grantor shall relimburse Lender for all taxes, as described below, together with all expenses incomed in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary slamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Forrover which Borrower 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 this Note; and (d) a specific tax on all or any portion of the Indebtedness or on privilents of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies 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 Lender may exercise any c. of of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender.

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

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Coule as amended 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 counterprins, copies or reproductions of this Mortgage as a financing statement. Granter shall reimburse Lender for all expenses incurred in perfecting or inclinuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Six nor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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

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 Lettder or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to affectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Scrower under the Note, this Mortgage, and the Related Documents, and (b) the fiens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by iaw or agreed to the contrary by Lender in writing. Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Granter fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-irr-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 Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file 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 Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Loan No 93921

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Default on Indebtedness. Fallure of Borrower 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 filing of or to effect discharge of any lien.

Compliance Detault. Fallure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. It such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the precoding twelve (12) months, it may be cured (and no Event of Detault will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiales steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commercement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existerior as a going business (if Grantor or Borrower in a business). Except to the extent prohibited by techniques and individually also shall constitute an Event of Delautt under this Madage.

Foreclosure, Forfal ure, etc. Commencement of foreclosure or forfeiture proceedings, whellier by judicial proceeding, self-help, repossession or any other method, by any chaditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good fair or shall by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor olives Lender written notice of such claim and furnishes reserves or a surely bond for the claim calisfactory to Lender.

Breach of Other Agreement. Any greach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lerider that is not remedied within any reach period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lerider, whether existing now or later.

Existing indebtedness. A default shall occur under any Existing Indebtedness or under any Instrument on the Property securing any Existing Indebtedness, or commencement of any suit or after action to foreclose any existing lien on the Property.

Events Attecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, m.v. Jul. shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the fivent of Default.

Insecurity. Lender reasonably deems liself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any five it of Default and at any time thereafter, Londer, at its option, may exercise any one or more of the following rights and remedies, in addition to any other lights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option willtout notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower 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 or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's ecosts, 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 fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's altomay-in-fact to andone 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 glounds 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 use a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession 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 apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Londer shall not disqualify a person from serving as a receiver.

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

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts 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 exiant permitted by applicable law, Grantor or Borrower nereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be tree 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 public sale on all or any portion of the Property.

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

Walver; Election of Remedies. A 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 that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lander institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note.

### Loan No 93921

## OFF MORT GAGE

rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including afformacy fees for bankrapicy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal less, and title insurance, to the extent permitted by applicable law. Borrower 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 Modgage, including without limitation any notice of default and any notice of sale to Granfor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes. Granton agrees to keep Lender Informed at all times of Grantor's current address.

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

Amendments. This Mortgage, logether with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No attention of or amendment to this Mortgage shall be affective unless given in writing and signed by the party or parties sor un't lo 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 Illinois. This Mortgage shall be governed by and constraind 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 easy capacity, without the written consent of Lender.

Muttiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all reference to 3crower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Morigaza.

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 leasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and lours to the benefit of the parties, their successors and assign. If inviterable of the Property becomes vested in a person other than Grantor. Lender, wilhout notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtednane by way of forbearance or extension without releasing Grantor from the obligation; of his Mortgage or flability under the Indebtedness.

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

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such walver 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 otherwise to demand strict compliance with that provision or any other provision. No prior viair r by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Cap's or Borrower's obligations as to any future fransactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTON ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND [ACT] GRANTON AGREES TO ITS TERMS.

GRANTOR

Robert M. Levy

Louis Lamar Levy

Morrison This Mortgage prepared by:

**Boulevard Bank National Association** 

410 N. Michigan Avenue

Chicago, IL 60611

# UNOFFICIAL CO

Loan No 93921

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STATE OF /// COUNTY OF COO/C  On this day before me, the undersigned individuals described in and who executed for the uses and purposes therein mentions	) #8  Notary Public, personally the Mortgage, and ackno	4 Journal Nethery fraction My Connection Appeared Robert M. Levy and I wiedged that they signed the Mortg	I/ L. CSEAL!"  I. P. Fiame  Live of Highels  Live Selection Selection  Louis Lemar Levy, to monage as their free and volun	lary act and deed,
Given under my hend and official seal this  By Carph Learner  Notary Public in arre for the State of	3155	day of December.	, 19 93	•
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### **UNOFFICIAL COPY**

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