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ASHLAND STATE BANK 9443 S. ASHLAND AVE. CHICAGO, IL 60820

WHEN RECORDED MAIL TO:

RECORDER'S BOX NO. 364

94098284

LUCK COUNTY RECOMMEN

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MORTGAGE

THIS MORTGAGE IS DATED JANUARY 29, 1994, between PATRICIA OLSEN, DIVORCED NOT SINCE REMARRIED, whose address is 9657 SOUTH HAMILTON, CHICAGO, IL 60643 (referred to below as "Grantor"); and ASHLAND STATE BANK, whose address is 9443 S. ASHLAND AVE., CHICAGO, IL 60620 (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 inforest in and to the following described real property, logether with all existing or subsequently erected or allixed buildings, improvements and fixtures; all easuments, rights of way, and appurtenances; all water, water rights, watercourses and disch rights (including stock in utilities with disch or irrigation rights); and all other rights, royant and profits relating to the real property, including without limitation all interests, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOTS 121 AND 122 IN BLOCK 6 IN JOHN BAIN'S RESUBDIVISION OF PART OF FOREST RIDGE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9657 SOUTH HAMILTON, CHICAGO, IL 60643. The Real Property lax identification number is 25-07-113-014-07-20.

Grantor presently assigns to Lender all of Grantor's light, illie, and interest in and to all leases of the Property and all Bents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Coursecutity interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following invanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to deliar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means PATRICIA OLSEN. The Grantor is the mortgager under this Mortgage.

Guarantor. The word "Guarantor" means and includes without I milation, each and all of the guarantors, surelies, and accommodation parties in connection with the indebtedness.

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

Indebtedness. The word "Indebtedness" means all principal and interest payr of under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enterce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated in the outpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unfliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become other as unanforceable.

Lender. The word "Lender" means ASHLAND STATE BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Morigage" means this Mortgage between Granfor and Lendor, and Includes vithout limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated January 29, 1994, in the original principal amount of \$50,000.00 from Grantor to Lender, 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 9,000%.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter ewhold by Granlor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (Including without limitation all insurants) 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, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profile, 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 Lendor 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 Upe. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Repts from the Property.

Duty to Maintain. Grantor shall maintain the Property in lonantable 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 meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1900, as amended, 42 U.S.C. Section 9601, at seq. ("CERCLA"), the Supertund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, of seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, of seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also tricide, 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 release of any hazardous waste or substance by any person on,



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under, or about the Property; (b) Granter has no knowledge of, or reason to believe that there has been, except as proviously disclosed to and acknowledged by Lendar in writing. (i) any use, generation, manufacture, alorage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened dispation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Londer in writing. (i) nuttier Granter nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, level, dispose of, or release any hazardous waste or substance on, under, or about the Property and it is no periodical to compliance with all applicable foderal, state, and local laws, regulations and ordinances, including without limitation those tawn, regulations, and ordinances described above. Granter subtractes Lander and its agents to antic upon the Property to make such inspections and tests, at Granter's expense, as Londer may deant appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Londer shall be for Londer's purposes only and shall not be construed to create any responsibility or liability on the part of Londer to Granter or to any other person. The representations and warrantees contained berein are based on Granter's due diligence in investigating the Property for hazardous waste. Granter noreby (a) releases and warrantees any future claims against Lander for indeadity or contribution in the event Granter becomes liable for cleanur or closes and warrantees any future claims against Lander for indeadity or contribution in the event Granter becomes liable for cleanure, person, and expenses which Lander may directly or indirectly and hold harmers Lander against any and all claims, losses, liabilities, damages, penalties, and expenses which Lander may directly or

Nulsance, Waste. Granter shall not cause, conduct or permit any nulsance 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 toragoing, Granter will not remove, or grant to any other party the right to remove, any limber, 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 willen consent of Lender. As a conclide to the removal of any improvements, Lender may require Grantor to make examplements autistactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Ent... Londer and its agents and representatives may enter upon the Fleat Property at all reasonable times to attend to Lender's interests and a transact the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Gover me ital Requirements. Grantor shall promptly comply with all laws, ordinances, and requisitions, now or humillar in effect, of all governmental at notities applicable to the use or accupancy of the Property. Orantor may contest in good talth any such law, ordinance, or regulation and vittnered compliance during any proceeding, including appropriate appeals no long as Crantor his milited Lander in writing prior to doing so and so on, as, in Lander's sole epinion. Lander's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security c. a surely bond, reasonably salisfactory to Lander, to protect Lander's interest.

Outy to Protect. Orantor agrees rictime 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 no 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 transfer, without the Lender's prior written consent, of an reany 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, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, contract for deed, leasehold interest with a term greater han three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding life to the Real Property, or by any change in ownership of more than twenty-live percent (25%) of the volting stock, partnership or limited liability company, transfer also includes any may be, of Grantor. However, this option shall not be exercised by "Ender if such exercise is prohibited by tederal law or by illinois law."

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

Payment. Granter shall pay when due (and in all events prior to delinquency) all taxes, payroli 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 turnished to the Property. Granter shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments of due, and except as otherwise provided in the following paragraph.

Right To Contest. Granter may withhold payment of any tax, assessment, of craim in connection with a good tuith dispute over the obligation to pay, so long as Lender's interest in the Property is not leopardized. If a lien arises or is filled as a result of nonpayment, Granter shall within fifteen (15) days after the lien arises or, if a lien is filled, within fifteen (15) days after the lien arises or, if a lien is filled, within fifteen (15) days after the notice of the filling, secure the discharge of the lien, or if requested by Lender, deposit with Lander cash or a sufficient corporate surely pond or other security satisfactory to Lender in a mount sufficient to discharge the lien plus any costs and afterneys' less or other charges that could accrease as a result of a foreclosure or sale under the lien. In any contest, Granter shall detend itself and Lender and shall satisfy any adverse judgm into the onforcement against the Property. Granter shall name Lender as an additional obliged under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence, a payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statument of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least littleer (15) days before any work is or minerced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's ilon, or other lien could be as ented on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to conder 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 Marto gr.,

Maintenance of insurance. Granter shall procure and maintain policies of tire 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 layor of Lender. Policies shall be written by such insur not companies and in such form as may be reasonably acceptable to Lender. Granter shall deliver to Lender certificates of coverage from a continuing a stipulation that coverage will not be cancelled or disminished without a minimum of ten (10) days prior written notice to Lender containing any disclaimer of the insurer's liability for falture 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 flood hazard area, Granter agrees to obtain and maintain Federal Priod 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, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lander may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default 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 amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

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

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be related 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 estate 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 taxes and insurance premiums become definitioned. Grantor shall buther pay a monthly pro-rate share of all assessments and other harges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance influences and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an rest-tree reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-tamily in-occupied residential property. Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with in secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the course the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the interest to pay such items, and Lender shall not be required to determine the validity or accuracy of any tem before paying it, in the Mortgage shall be construed as requiring Lender to advance other montes for such purposes, and Lender shall not incur any Hability for it may do or omit to do with respect to the reserve account. All amounts in the Indebtedness upon the occurrence of an event of detautions.

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us described below.

EXPENDITURES BY LENDER. If Granter fails to comply with any provision of this Mortgage, or it any action or proceeding is commenced that would materially affect Lander's interests in the Property, Lender on Granter's behalf may, but shall not be required to, take any action that Lander expands in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lander to the date of regayment by Granter. All such expanses, at Lander's option, will (a) be payable on 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 form 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 remodes to which Lander may be collided on account of the default. Any such action by Lender shall not be construed as curing the default so as to be Lander to the total three lands. from any remody that it otherwise would have had.

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

Title. Cranter warrants that: (a) Granter helds good and marketable little of record to the Property in fee alimpte, free and clear of all liens and encumbrances other than those not torth in the fieal Property description or in any little insurance policy, title report, or final title opinion issued in tayor of, and accepted by, Lander in connection with this Mortgage, and (b) Granter has the full right, power, and authority to execute and deliver this Morinago to Lander.

Detense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever detend the lifto to the Property against the lawful claims of all pursons. 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 stich proceeding, but Lender shall be entitled to participate in the preceding 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 lime to permit such participation.

Compliance Wind aws. Grantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws. ordinances, and requiations of governmental authorities.

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

Application of Net Process. It all or any part of the Property is condomined by aminent domain proceedings or by any proceeding or purchase in lieu of condemnation. By der 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 afterneys' fees incurred by condomination with the condomination.

Proceedings. If any proceeding in condemnation is filled, Granter shall promptly notify Lender in writing, and Granter shall promptly take such stops as may be necessary to defer it the action and obtain the award. Granter 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 Granter will deliver or cause to be delivered to Lender such instruments as a ray be requested by it from time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY 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, Granter shall execute such decuments in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's iten on the Real Property. Granter shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for loci refing or registering this Mortgage.

Taxes. The following shall constitute taxes to which this srutten 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 chargenable against the Lender or the holder of the Note; and (d) a specific tax on all or any parties of the Indebtedness or on insymmets of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is onac od subsequent to the date of this Mortgage, this event shall have the name effect as an Event of Default (as defined below), and Lender may exclusively any or all of its available remedies for an Event of Default as provided below unless Granter either (a) pays the tax before it becomes define ten; or (b) contests the tax as provided above in the Tuxes and Liens section and deposits with Lender cash or a sufficient corporate surety 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

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 Cumm right Code as amended from time to time.

Security interest. Upon request by Lender, Grantor shall execute financing statements and it take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In advitor to recording this Mortgage in the real property records, Lander 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 expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and rith noy-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 delivered, to Lender or to Lender's designee, and when requested by Lender, cause to trulfied, recorded, refilled, or respected, as the case may be, at such times and in such offices and places as Lender may deem appropriate, and all such mortgages, deeds of trust, security deeds, security agreements, tinancing statements, continuation statements, instruments of furtilier assurance, certificates, and other documents as may, in the sale pointon of Lander, be necessary or desirable in order to offectuate, complete, purfoct, continue, or referring the case may be, at such littles and in such onices and places as Lethour may deem appropriate, any are all such inorigines, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of furtil or assurance, continuales, and other documents as may, in the sole opinion of Lander, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Granter under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior flens on the Property, whether now owned or hereafter acquired by Granter. Unless prohibited by law or agreed to the contrary by Lender in writing, Granter shall reimburse Lender for all costs and expenses incurred in connection with the malters referred to in this paragraph.

Attorney-in-Fact. If Granter talls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Granter and at Granter's expense. For such purposes, Granter hereby knewcably appoints Lender as Granter's attorney-in-fact for the purpose of making, executing, delivering, filling, 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 fermination 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:

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 laxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lian.

Compilance Default. Fallure to comply with any other term, obligation, covenant or condition contained in this Morigage, the Note or in any of the

Breather. Any warranty, representation or statement made or furnished to Lander by or on behalf of Granter under this Mortospe, the Note or the Flolated Documents is, or at the time made or furnished was, talse 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 dissolution 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.

Forectosure, Forfetture, etc. Commercement of forectosure or forfetture proceedings, whether by judicial proceeding, self-help, repossession or

any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good fath dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or torefellure proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim salisfactory to Lender.

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

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

Insecurity. Lender reasonably deams 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 lave:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Granter to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Granter 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 Granter, to take passession of the Property and collect the Rents, including amounts past due and unpaid, and apply the not proceeds, ever and above Londer's cests, against the indebtedness. In furtherance of this right, Lender may require any larget 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 Granter irres, can'ty designates Lender as Granter's atterney-in-fact to enders instruments received in payment thereof in the name of Granter and to negociate the same and collect the proceeds. Payments by tennets or other users to Lender in response to Lender's demand shall rights under this subper agraph either in person, by agent, or through a receiver.

Mortgages in Possession. Londer shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any ratio the Property, with the power to protect and preserve the Property, to operate the Property proceding 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 with receiver may serve without bond if permitted by law. Londer's right to the appointment of a receiver shall exist a person that apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Londer shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Londer may obtain a ludicial decree foreclosing Granter's interest in all or any part of the Property.

Deficiency Judgment. If permitted by naph it is law, Londor may obtain a judgment for any delicional remaining in the indebtedness due to Lender after application of all amounts receive a from the exercise of the rights provided in this section.

Other Remedies. Lander 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, Granter hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lander shall be too io 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 of any periton of the Property.

Notice of Sate. Lender shall give Granter reasonable notice of the lime 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 walver by any party of a break high a provision of this Mortgage shall not constitute a walver of or projudice the party's rights utherwise to demand strict compliance with that provision, any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expendituring 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.

Alterneys' Fees; Expenses. It Londer institutes any suit or action to enforce any of the forms of this Mortgage, Lender shall be antitled to recover such sum as the court may adjudge reasonable as alterneys' fees, all trial and reasonable expenses incurred by Londer that in Londer's opinion are necessar; at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebledness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any timits under applicable law, Londer's alterneys' fees and Londer's logal expenses whether or not there is a lawsuit, including alterneys' feet for bankruptcy proceedings (including offerts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment c."cc" on services, the cost of searching records, obtaining the reports (including foreclosure reports), surveyors' reports, and appraisal less, and tills to account of the extent permitted by applicable law.

Granter 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 without it station any notice of default and any notice of sale to Grantor, shall be in writing and shall be affective when actually delivered, or when deposited with a nationally recognized evernight courier, or, it smalled, shall be deemed offective when deposited in the United States mall first class, registered mail, postage propaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving format 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 form the holder of any lien which has priority ever this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mirtgage. For notice purposes, Grantor 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:

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Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the nutters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given to willing 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 Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to Interpret or define the provisions of this 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 compatent jurisdiction finds any provision of this Mortgage to be invalid or unantarcoable 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 Assigns. 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.

Waiver of Homestead Examption. Grantor hereby releases and waives all rights and benefits of the homestead examption lines of the State of Illinois as to all indebtedness secured by Ihis Mortgage.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Mortgage (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or emission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Mortgage shall not constitute a walver of or projudice the party's right officewise to demand strict compliance with that provision or any other provision. No prior walver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a walver 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.

Property of Cook County Clerk's Office

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. GRANTOR: PATRICIA OLSEI PATRICK D. TYLER-LOAN OFFICER 9443 SOUTH ASHLAND AVE This Mortgage prepared by: CHICAGO, IL 6G826 INDIVIDUAL ACKNOWLEDGMENT 上し いんじょい COUK COUNTY OF On this day before me, the wird resigned Notary Public, personally appeared PATRICIA CLSEN, DIVORCED NOT SINCE REMARRIED, to me known to be the individual described in any who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and prior see therein mentioned. 29-14 day of JANNAR Given under my hand and official so at this SEAL" "OFFICIAL Residing at PATRICK D. TYLER TC MOU Notary Public in and for the State of serique notesimmos yM Notary-Public, State-of-Illinols MANUAL DE LA COMPANIA CONTRA C TAY TENNINGSION TRANSPORTED TO PERSON LASER PHO, Reg. U.S. Pat. & F.M. Off., Ver. 3.17 (c) 1894 CFT rothervices, Inc. Altrightereserved. (IL-Clos Ol. SENEL N)