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Advance Bank, s.b.
2320 Thornton Road
Lansing, Illinois 60438
(708) 474-1600
LENDER

MORTGAGE

DECT-01	RECORDING		. \$27. 00
	TRAP 7130	04/115/94	
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	GRANTON	908	
	RSON, SR	RONALD B. RICKERSO	M, St
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12148 AND ST.		12148 ANN ST.	
	60406 IDENTIFICATION NO.	BLUE ISLAND, IL 6	0406
			pointy/CATION NO.
708-389-8/3	346-38-6720	708-389-8403	346-38-6720

- 1. GRANT. For good and "aluable consideration, Grantor hereby mortgages and warrants to Lander 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 appurtenancies: ir ases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and eror e partaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Mortgage of all source the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Coll attorns") to Lender pursuant to:
 - (a) this Mortgage and the following promisiony notes and other agreements:

RATE	PRINCIPAL AMOUNT	FUNDING/	MATURITY	CUSYONEN Kinungenja syaa	ME COM HUMBER NO.
PIXED	\$20,500.00	03/30/94	03/29/99		71000054-8
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- all other present or future obligations of Borrower or Carator to Lender (whether Incurred for the same or different purposes than the foregoing);
- b) all renewals, extensions, amendments, modifications, replacement, or a abstitutions to any of the foregoing.
- 3. PURPOSE. This Morigage and the Obligations described herein are excepted and incurred for PERSONAL purposes.
- 4. FUTURE ADVANCES. This Mortgage secures the repayment of all actual as that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in participal. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although not a may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promise or not secures from time to time, but the total of all such indebtedness so secured shall not expect \$\times\$ promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness accured shall not expect \$\times\$ promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness accured shall not expect \$\times\$ \text{TOD} \t
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lander to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to consume expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 8. CONSTRUCTION PURPOSES. If checked, it this Mortgage secures an indebtedness for ponstruction purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to innier that:
 - (a) Grantor shall maintain the Property free of all liens, security intorests, endumbrances and claims except for units Mortgage and those described in Schedule 8 which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, climations, as defined herein, in connection with the Property or transported any Hazardous Materials, as defined herein, in connection with the Property or transported any Hazardous Materials, or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any liaz ardous waste, toxic substances or any other substance, materials, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petrolsum; (ii) friable or nonfriable asbestos, (iii) polyothorinated biphenyls; (iv) those substances, materials or waste designated as "hazardous substances, or the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lander may, at Lander's option declare the sums secured by this Mortgage to be immediately due and payable, and Lander may Invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES 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.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without 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) statign or allow a iten, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunds; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereio. If Grantor receives at any time any written communication asserting a 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 Lander.

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- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, \$1. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lesses, 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 shall diligently collect the indebtedness owing to Grantor shall diligently collect the indebtedness owing to Grantor shall diligently collect the indebtedness or other remittances or other remittances or other remittances or other remittances or the payment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immedically provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or default exists under this parseranch or any damages resulting therefrom. actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition TEL USE AND MAINTENANCE OF PROPERTY. Grantor analy 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 Lander's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the Interest belonging to Lander, shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INBURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor 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 are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Gramor 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 be paid to Lender. In the event Grantor 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 the insurance ocial chall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under Insurance policies, cancelling any rolliny or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assign at refered to make payments directly to Lender wither notice and Lender of unitorized to make payments directly to Lender insurance company is directed to make payments directly to Lender insurance property. Any an joint applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and estore the Property.
- 15. ZONING AND PRIVATE COVENANTS. Greathy shall not initiate or consent to any change in the zoning provisions or private occenant. Affecting the use of the Property without Lender's prior written of provision, Grantor shall not cause or permit such use to be discorpaided 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 Lander with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to disnot from such condemnation or taking are hereby assigned to Lander and shall be applied first to the payment of Lander's attorneys' fees, legal 4 xp inses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.
- 17, LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor nere by appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, 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, mistake, omission or delay pertaining to the controversy pertaining the resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the perior inside of any of Grantor's Obligations with respect to the Property under any droumstances. Grantor shall immediately provide Lender and its shareholders, frectors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including at omeys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (noturing, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to during the country of the 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 obst. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property, when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of the estimated on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so nell the pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its alterns 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. Curator shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records that be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records per aintro to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21, ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and scknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the svent that Grantor fails to provide the requested statement in a timely manner.
 - 22. DEFAULT, Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

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

 - (c) allows the Property to be damaged, destroyed, lost or stofen in any material respect;
 (d) seeks to revoke, terminate or otherwise fimit its liability under any guaranty to Lender;
 (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
 (f) causes Lender to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following idles without notice or demand (except as required by law):

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

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

or rights available to Lender under any other written agreement or applicable law. Lander's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- my done to which Grantor would otherwise be 24. WAIVER OF HOMESTEAD AND entitled under any applicable law.
 - 25, SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 26. 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.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburee Lender for all amounts (including attornays' 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 Lander findluding attorneys' fees and legal expenses) 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-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF ENDER. 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. COLLECTION COSTS, in Lender hires an attorney to assist in cottenting any amount due or enforcing any right or remedy under this Morigage, Grantor agrees to pay Lander's 'es smable attorneys' less and costs.
- 32. PARTIAL RELEASE. Lander 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 xxxx on of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lander to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mongage must be contained in a writing signed by Lender. Linder may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without occasion waiver of those Obligations or rights. A waiver of one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, or or comises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, per un a representatives, legatees and devisees.
- 35. NOTICES. Any notice or other communication to be privided 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 now disignate in writing from time to time. Any such notice as given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after size i notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY, if any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the stato where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantur waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall indurie all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right 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 related documents upon sent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 38. ADDITIONAL TERMS.

Mongage or the Property securing this Mongage. This Mongage Grantor and Lander pertaining to the terms and conditions of those	
38. ADDITIONAL TERMS.	Office 4
Grantor soknowledges that Grantor has read, understands, and agree Dated: MARCE 25, 1994	e to the terms and conditions of this Mortgage.
GRANTOR, ROMALD B. RICKERSON, SR	GRANTOR SANDRA J. RICKERSON
O Konald B. Rickerson, SR. RONALD B. RICKERSON, SR. MARRIED	SANDRA J. RICKERSON
GRANTOR:	GRANTOR:
GRANTOR.	GRANTOR:
GRANTOR:	GRANTOR:
	And the second s

State of Illinois UNU	State of COP I
County of Cook)	County of
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD B AND SANDRA J RICKERSON personally known to me to be the same person S whose name subscribed to the foregoing instrument, appeared before me this day in person and soknowledged that they signed, sealed and delivered the said instrument as their free	The foregoing instrument was acknowledged before me this by
and voluntary act, for the uses and purposes herein set forth. Given under my hand and official seal, this 25th day of March , 1994	Given under my hand and official seal, this day of
Commission expired: Notary Public 27, 1994 Commission expired: OFFICIAT STAT. DECEMBER 27, 1994 GUADALUPE PI CMO GUADALUPE PI CMO GUADALUPE PI CMO Himois	Notary Public Commission expires:
GUADALUSE GUADALUSE Notary Public, State of Himois Notary Public, State of Himois My Commission Expires 17 (22 / 97) My Commission Expires 17 (22 / 97) The Street address of the Property (ar piloable) is: 12148 S. ANN STREET: STATE ISLAND, IL 604(6)	DULEA

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Permanent index No.(s): 24-25-212-038

The legal description of the Property is:

LOT 20 AND THE MORTH 21 FEET OF LOTS 21 IN BLOCK 12 IN JERNBERGS ADDITION TO BLUE ISLAND, A SUBDIVISION OF THE LAFT 1/2 OF THE MORTH EAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 15, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Olympia Clerk's Office

SCHEDULE B

This instrument was prepared by: RACHEL C. LENTS

After recording return to Lender.

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