

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 accessories, parts, and additions to, all improvements of and all substitutions for, any of such a party and together with a stock or interest in any corporation, partnership, trust, or other entity, and all insurance proceeds and refunds of premiums from any such or other entity, and all other property, real or personal, in any way connected with the Real Property.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness. Grantor. The word "Grantor" means Thomas W. Many and Lori J. Many. The Grantor is the mortgagor under this Mortgage. Existing indebtedness. The words "Existing indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage. The word "Grantor" means Thomas W. Many and Lori J. Many. The Grantor is the mortgagor under this Mortgage.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated April 23, 1994, between Lender and Grantor with a credit limit of \$10,000.00, together with all renewals, extensions, modifications, amendments, consolidations, and substitutions for the Credit Agreement. The maturity date of this Mortgage is May 1, 1999. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is a 2.50% per annum. The interest rate to be applied to the outstanding account balance shall be applied to Grantor's outstanding account balance. The interest rate to be applied to the index for balances of \$5,000.00 and above the index for balances of \$4,999.99 and under and at a rate equal to the index for balances of \$50,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 14.000% per annum or the maximum rate allowed by applicable law.

DEFINITIONS. The following words shall have the following meanings 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 dollar amounts shall mean amounts in lawful money of the United States of America. Grantor hereby assigns to Lender all of Grantor's right, title, and interest, and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents. The Real Property or its address is commonly known as 800 West Shabonee Trail, Mt. Prospect, IL 60056. The Real Property tax identification number is 08-11-404-028 & 08-11-400-021.

The South 1/2 of Lot 9 and all of Lot 10 in Block 19 in Prospect Park Country Club Subdivision, being a Subdivision of the Southeast 1/4 of Section 11 and the South 1/2 of the East 1/2 of the Northeast 1/4 of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, situated in the Village of Mount Prospect, in Cook County, Illinois. The Real Property or its address is commonly known as 800 West Shabonee Trail, Mt. Prospect, IL 60056. The Real Property tax identification number is 08-11-404-028 & 08-11-400-021.

GRANT OF MORTGAGE. For value, consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently created or attached buildings, improvements and fixtures; all easements, rights of way, and appurtenances, if water, water rights, watercourses and ditch rights (including stock in ditches with ditch or litigation rights) and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property");

THIS MORTGAGE IS DATED APRIL 23, 1994, between Thomas W. Many and Lori J. Many, his wife in joint tenancy, whose address is 800 West Shabonee Trail, Mt. Prospect, IL 60056 (referred to below as "Grantor"); and First American Bank, whose address is 201 S. State Street, P.O. Box 307, Hampshire, IL 60140 (referred to below as "Lender").

First American Bank  
201 S. State Street  
P.O. Box 307  
Hampshire, IL 60140

First American Bank  
201 S. State Street  
P.O. Box 307  
Hampshire, IL 60140

COOK COUNTY, ILLINOIS  
APR 27 1994  
94379941

RECORDATION REQUESTED BY:  
WHEN RECORDED MAIL TO:  
94379941

Original Document No. 1 of 2  
SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

60056

14662376

5. 940 7437

146329641

Existing Lien. The lien of this mortgage securing the indebtedness may be recorded in the public records of the county in which the property is located. The existing mortgage has a current principal balance of approximately \$208,000.00 and is in the obligation to HOME SAVINGS OF AMERICA. The existing mortgage is a part of this mortgage.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this mortgage. Lender shall promptly notify Lender of any loss or damage to the Property, if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails 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.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line 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 Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement'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 Lender 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 mortgage. The Grantor warrants that: (a) Grantor holds good and marketable title 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 Indebtedness section below or in any title insurance policy, the 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 Mortgage to Lender. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the Defense of Title. Except as otherwise provided in the following paragraph.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insurance of the Property are a part of this mortgage. Grantor shall procure and maintain policies of the 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 mortgage 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 certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum 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 flood 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, whichever is less.

**Maintenance of Insurance.** Grantor shall promptly notify Lender of any loss or damage to the Property, if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails 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.

**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 \$10,000.00. Lender may make proof of loss if Grantor fails 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.

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11/15/2004

94379941

This Mortgage prepared by: Todd Weinholz  
700 Busee Road  
Elk Grove Village, IL 60007

Property of Cook County  
Lori J. Many  
X

GRANTOR:  
Thomas W. Many  
X

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:  
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.  
Time is of the Essence. Time is of the essence in the performance of this Mortgage.  
Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.  
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 Credit Agreement or available at law or in equity.  
Attorneys' Fees. Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor Lender's attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.  
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.  
Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:  
Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.  
UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.  
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Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.  
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19662346

Property of Cook County Clerk's Office

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On this day before me, the undersigned Notary Public, personally appeared Richard R. Edwards his wife, to me known to be the individuals described in and who executed this Mortgage, and acknowledged to me that they executed this Mortgage voluntarily and for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of April, 1994.

By [Signature]

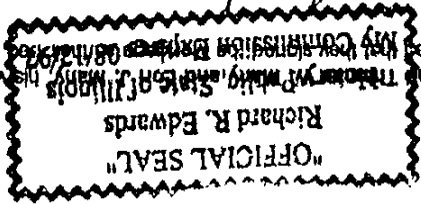
Residing at 812/47

My commission expires 8/2/97

Notary Public in and for the State of \_\_\_\_\_

STATE OF Illinois

COUNTY OF Kane



INDIVIDUAL ACKNOWLEDGMENT