

# UNOFFICIAL COPY

95430275

RECORDATION REQUESTED BY:

STANDARD FEDERAL BANK for  
savings  
800 BURR RIDGE PARKWAY  
BURR RIDGE, IL 60521

WHEN RECORDED MAIL TO:

STANDARD FEDERAL BANK for savings  
800 BURR RIDGE PARKWAY  
BURR RIDGE, IL 60521

CONSUMER LOAN DEPT.

DEPT-01 RECORDING \$37.50  
T8000B T-TRAN 7231 07/03/95 11:35:00  
\$5159 + SL \*-95-430275  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED JUNE 13, 1995, between JOHN H. VANTHOFF and KATHLEEN VANTHOFF, HIS WIFE, whose address is 16142 WOODLAWN AVE W, SOUTH HOLLAND, IL 60473 (referred to below as "Grantor"); and STANDARD FEDERAL BANK for savings, whose address is 800 BURR RIDGE PARKWAY, BURR RIDGE, IL 60521 (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, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation 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"):

THAT PART OF LOT 1 AND OF THE PUBLIC ALLEY, NOW VACATED, LYING NORTH OF AND ADJOINING SAID LOT 1 TAKEN AS A TRACT, IN THE SUBDIVISION OF LOT 36 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS SOUTH OF THE CALUMET RIVER IN THE SW 1/4 OF SECTION 15, TOWN 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE NORTH AND SOUTH PUBLIC ALLEY IN SAID LOT 36 AND EAST AND NORTH OF THE PUBLIC ALLEY DEDICATED BY INSTRUMENT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER 926562, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 16142 WOODLAWN AVE W, SOUTH HOLLAND, IL 60473. The Real Property tax identification number is 29-15-303-034-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in 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.

**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.

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated June 13, 1995, between Lender and Grantor with a credit limit of \$14,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is June 13, 2002. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 9.000% per annum. The Credit Agreement has tiered rates and the rate that applies to Grantor depends on Grantor's outstanding account balance. The interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index for balances of \$25,000.00 and under and at a rate 0.500 percentage points above the index for balances of \$25,000.01 and above, subject however to the following maximum rate. Under no circumstances

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Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the property.

**Related Documents.** The words “Related Documents” mean and include without limitation all performance notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter made, executed, or delivered by the parties hereto, in connection with the indebtedness.

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

of such property; and together with all proceeds (including without limitation all insurance proceeds and reuni~~s~~es of premiums) from any sale or other disposition of the Property.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personalty; together with all acccessories, parts, and additions to, all replacements of, and all substitutions for, any

The Lender is the mortgagee under this Mortgage.

shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$28,000.00.

advances were made as of the date of the execution of this Mortgage. The revolving line of credit advances letters to make advances to Gramtor to long as Gramtor complies with all the terms of the Credit Agreement and Related Documentation. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, shall not exceed the Credit Limit as defined in the Credit Agreement or any temporary overage, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as defined in the Credit Agreement.

and shall secure not only the amount which Lender has presentedly advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future

improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, alterations, replacements and other construction on 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 JOHN H. VANTHOFF and KATHLEEN VANTHOFF. The Grantor is the mortgagor under this Mortgage.

**Excluding indebtedness.** The words "excluding indebtedness" mean the indebtedness described below in the applicable law.

shall the interest rate be more than the lesser of 18.000% per annum or the maximum rate allowed by

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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 INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender 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 Use.** Until in default, Grantor may 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 tenantable 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 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et 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 include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor'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, under, or about the Property; (b) Grantor has no knowledge of, 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, 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 litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor 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 local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor'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 to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event 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 section 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 faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified 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. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to

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DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or 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 interest therein; whether legal, beneficial, or equitable; whether voluntary or involuntary; whether by outright sale, deed, instalment sale contract, land contract, 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 including any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interest or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercisable by Lender if such exercise is prohibited by federal law or by Illinois law.

Duty to Protect Lender's Interest. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those set forth above in this Section, which from the character and use of the Property are necessary to protect and preserve the Property.

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receipt and which Lender 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 foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance 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.** 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.

**TITLE.** Grantor warrants that: (a) Grantor has 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, 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 Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful 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 Mortgage, Grantor shall defend the action at Grantor's expense. 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 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.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, 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 lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 5001043744 to STANDARD FEDERAL BANK FOR SAVINGS. The existing obligation has a current principal balance of approximately \$55,779.00 and is in the original principal amount of \$59,300.00. The obligation has the following payment terms: monthly installments of principal and interest. 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.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, 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, Lender 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 attorneys' fees incurred 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

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**FUND PERFORMANCE** II Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise satisfies his Mortgage. Under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of his Mortgage and shall return to Grantor a summable statement of termination of financing delivered by evidencing Lender's security interest in the funds and instruments of any personal property held by Grantor under this Mortgage. Grantor shall be responsible for any voluntary or otherwise payment of the amount of the principal or interest of his Mortgage, or otherwise than by payment in full, and shall be liable to Lender for any deficiency.

Accordingly, big owing all other things as they be necessary to understand, it leaveth a sole opinion, to accomplish the matters referred to in the preceding paragraph.

Further Assurance. At any time, and from time to time, up to, request of Lender, Granulator will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or reregistered, as the case may be, at such times and places and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security interests, security agreements, instruments, contracts, statements, documents, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable to effectuate, complete, perfect, continue, or preserve (a) the obligations of Granulator under the Credit Agreements, this Mortgage, and the Related Documentation, or (b) the lenses and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Granulator, unless prohibited by law or agreed to the contrary in writing, Granulator shall reimburse Lender to all costs and expenses incurred in connection with the matters referred to in this paragraph.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurance and

Securify Interests. Upon request by Lennder, Granitor shall execute financing statements and take whatever other action is requested by Lennder to perfect and continue Lennder's security interest in the Rents and personal property held by Lennder in addition to recording this Mortgage in the real property records, Lennder may, at any time and without further authorization from Granitor, file executed counterparts, copies, or reproductions of this Mortgage as a financing statement. Granitor shall reimburse Lennder for all expenses incurred in perfecting or continuing this security interest. Upon default, Granitor shall assemble the Personal Property in a manner and at a place reasonably convenient to Granitor and make it available to Lennder within three (3) days after receipt of written demand from Lennder.

the Utiliform Commercial Code as amended from time to time.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a Security Agreement are a part of this Mortgage.

(a) Pay the \$2 billion in December or January, or (b) commence the tax as provided above in the rates and section 261(b)(2) deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory

Interest made by Granotar.

Mortgagee; (c) a tax on this type of mortgage or chargeable against the lender or the holder of the debt or any portion of the indebtedness or on payments of principal and agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and

Taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage, with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentation fees, and other charges for recording or registering this Mortgage.

addition to the Mortgage and take whatever other action is requested by lender to perfect and continue

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

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extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**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.

**Collect Rents.** Lender shall have the right, without notice to Grantor, 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 costs, 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 attorney-in-fact to endorse 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 grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have 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 mortgagee 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 Lender 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 Credit Agreement or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free 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.

**Waiver; 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 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.

**Attorneys' Fees; Expenses.** If Lender 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 rate provided for in the Credit Agreement. 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 attorneys' fees for bankruptcy 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 fees, and title insurance, to the extent

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JOHN H. VANTHOFF

GRANTOS:

GRANTOR AGREES TO ITS TERMS.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH

Waiver of Homestead Exemption. Time is of the essence in the performance of this mortgage.  
homestead exemption laws of the State of Illinois as to all indebtedness secured by the  
Waiver is not deemed to have waived any right under this Mortgage.  
Waivers and Consents. Lender shall not be deemed to have waived any right under this Mortgage  
the Related Documents) unless such waiver is in writing and signed by Lender. A waiver of the  
part of Lender in exercising any right shall operate as a waiver of such right or any other right.  
any party of a provision of this Mortgage shall not constitute a waiver of prejudicial or discriminatory  
to demand strict compliance with their provision of any other provision. No prior notice  
courses of dealing between Lender and Grantor, shall constitute a waiver of Lender's rights or  
Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage,  
the grantings of such consent by Lender in any instance shall not constitute continuing consent to subsequent  
instances where such consent is required.

responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any other person or circumstance, such finding shall not render the part provision invalid or deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision is deemed to be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Succesors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Gramtor's interest, this Mortgage shall be binding upon and induce to the benefit of the parties, their successors and assigns. It may be assigned by Gramtor, with notice to the mortgagee, in writing, to a person other than Gramtor, Lender, without notice to Gramtor or successor, provided that Gramtor's interest in the property is not released, and the assignee agrees to be bound by the terms of this Mortgage.

Lender's Remedies. Gramtor's rights under this Mortgage shall not be exhausted by any one or more proceedings or suits, and Gramtor may take any action or actions which it deems necessary or expedient to protect its interest in the property, including, but not limited to, the exercise of all rights and remedies available at law or in equity, including, but not limited to, the right to sue for specific performance, to foreclose on the title to the property, to sue for damages, to sue for injunction, to sue for rescission, to sue for cancellation, to sue for reformation, to sue for replevin, to sue for quiet possession, to sue for removal of encumbrances, to sue for removal of waste, to sue for removal of interceptio-

**Capitalization Headings.** Capitalization headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merge.** 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.

**Conveyance.** This Mortgage shall be conveyed by or to Lender or its assigns for the benefit of Lender in accordance with the terms hereof.

**Grantor.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is

APPENDIX B.—ART. This Message has been delivered to Lender and accepted by Lender in the State of Illinois. This Message shall be governed by and construed in accordance with the laws of the State of Illinois.

agreement of the parties as to the manner set forth in this message. No alteration of or amendment to this message shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**NOTICES TO OTHER PARTIES.** Any notice under this Mortgage, including limitation of liability, shall be in writing, may be sent by telefacsimile, 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 address shown near the beginning of this class, registered mail, postage prepaid, directed to the Mortgagor at the address shown near the beginning of this class, registered mail, postage prepaid, or when actually delivered in writing, may be sent by telefacsimile, and shall be deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in writing, may be sent by telefacsimile, and shall be effective when actually delivered in writing, may be sent by telefacsimile, and shall be 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 address shown near the beginning of this class, registered mail, postage prepaid, or when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in writing, may be sent by telefacsimile, and shall be effective when actually delivered in writing, may be sent by telefacsimile, and shall be 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 address shown near the beginning of this class, registered mail, postage prepaid.

Grantor also will pay any court costs, in addition to all other sums provided by permittee by applicable law.

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06-13-1995  
Loan No 7800245

## MORTGAGE (Continued)

Page 9

KATHLEEN VANTHOFF

This Mortgage prepared by: Standard Federal Bank for savings  
800 BURR RIDGE PARKWAY  
BURR RIDGE, IL 60521

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)  
COUNTY OF COOK)

) ss

On this day before me, the undersigned Notary Public, personally appeared JOHN H. VANTHOFF and KATHLEEN VANTHOFF, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12 day of June, 1995.

By Laura J. Niehoff Residing at Glen Ellyn, Illinois

Notary Public in and for the State of Illinois

My commission expires 4-15-98

"OFFICIAL SEAL"

Laura J. Niehoff

Notary Public, State of Illinois

My Commission Expires 04/15/98

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