FEL# 4190080805206688 ABSTRACT ILLINOIS 95476378 125//ART01 MORTGAGE

GRANTOR

GERALD M. SOPPEL A SINGLE PERSON

BORROWER

GHEALD M. EDPPHI

ADDRESS

ADDRESS

614 OTH AVENUE MAYHOOD IL 601531167

614 STE AVESUE MAYMOOD IL COISSILE?

LENDER: First Bank of South Dakota (National Association) A MATIONAL BANKING ASSOCIATION

141 MORTH MAIN AVENUE SIOUX FALLS, SD 57117

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortnage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenz and other agreements; essements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, disch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Material shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, itabilities, obligations and covenants (oursula ive') "Obligations") to Lender pursuant to:

(a) this Mortgage and the following agreement:

PRINCIPAL AMOUNT/ CREDIT LIMIT NOTE: MATURITY DATE 04/24/1995 04/24/2000 50,000.00

95476378

- (b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;
- (c) applicable law.
- 8. PURPOSE. This Mortgage and the Obligations described here(1 ar) executed and incurred for consumer purposes.
- 4. The total amount of indebtedness advanced by this Mortgage var the promissory note or agreement (the "NOTE") secured hereby may increase or years from time to time, but the total of all such indebtedness as secured shall not access \$50,000.00 plus interest, collection costs, and plus interest, collection costs, and ase from time to time, but the total of all such indebtedness so secure I shall not exceed \$ mounts advanced to protect the lien of this Mortgage. The Note secured here by evidences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtedness and future advance made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not their is any advance made at the time this Mortgage is executed and without regard. to whether or not there is any indebtedness outstanding at the time any advance is nicke
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, an junts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - REPRESENTATIONS, WARRANTIES AND COVENANTS. Granto: represents, warrant, and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and cir are except for this Mortgage and liens and encumbrances of
 - record;
 (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to 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 inclardous waste, toxic substances, or any other substance, materials, or waste which is or becomes regulated by any governmental authority including, but nutting the first to (i) petroleum; (ii) friable or nontriable asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 307 of 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 Pecovery Act or any amendments or replacements to that statute, or (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 chimics rature, rule, regulation or ordinance now or hereafter in effect; ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Morigage and these actions of 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; and
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which night 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.
- 7. 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), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage. ess otherwise prohibited by federal law
- 8. INQUIRIES 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.
- e. INTERPERENCE 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) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder, or (d) terminate or cancel any Agreement except for the nonpayment of any sur or other material breach by the other party thereto. 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 Lender.
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- 11. USE AND MAINTENANCE OF FROMERY. Or mor small ale at a ction and make any repeals headed to maintain the Property in good condition. Granter shall not commit or permit any waste to be committed with respect to the Property without Lender's prior written consent. Without limiting the loregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Granter's sole expense.
- 12. 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 lair market value of the affected Property.
- 18. INSURANCE. 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 aftered or cancelled in any manner. The insurance proceeds a manual control of the property of the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require 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 produce appropriate insurance coverage upon the Property and charge the insurance cost shall 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 sattling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lander written notice and Lender is authorized to make property to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount 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 restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without carrier's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed rhanges to the zoning provisions or private covenants affecting the Property.
- 18. CONDEMNATION. Gentur shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Propert. If it monies payable to Crantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attermays in an ideal expenses and other costs (including appreisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Cardon, to the payment of the Obligations or the restoration or repair of the Property. In any event, Crantor shall be obligated to restors or repair the Property.
- 18. LENDER'S RIGHT TO COMMENCS. OA DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding allouing the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend each actions, sults, or other legal proceedings and to compromise or settle any claim or controversy partaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay partaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not assume or by responsible for the performance of any of Grantor's Obligations with respect to the Property under any ofcumatances. Grantor shall immediately provide Lender any its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' less and legal expenses), causes of action, actions, suits and other legal process (institutely "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall be entitled to employ its own legal counsel to deland such Claims at Grantor's cost. Grantor's obligation to indemnity Lender shall be entitled to employ its own legal counsel to deland such Claims at Grantor's cost. Grantor's obligation to indemnity Lender shall survive the Armination, release or foreclosure of this Mortgage.
- 16. 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 insurt not premium, taxes and assessments pertaining to the Property. So long as there is no detault, these arrounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 15. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall all w Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property for it does not shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its books and records partialing () the Propurty. Additionally, Grantor shall report, in a form setistactory to Lender, such information as Lender may request regarding Grantor's financial condition. It is 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 dust into furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 26. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver by and or, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged 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 of such claims, defenses, set-offs or counterclaims. Grantor witi be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgarie, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

 (b) falls to meet the repayment terms of the Obligations, or
 - (b) falls to meet the repayment terms of the Obligations, or (c) violates or falls to comply with a covernal contained in this Mortgage which adversely affects the Property or Lender's rights (in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the Laking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or conflication.
- 22. RIGHTS OF LENDER ON DEPAULT. If there is a detault under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
 - (b) to declars the Obligations Immediately due and payable in full.
 - (c) to collect the outstanding Obligations with or without resorting to judicial process;
 - (d) to require Granter to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Granter and Lender;
 - (a) to collect all of the rants, issues, and profits from the Property from the date of default and thereafter;
 - (f) 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;
 - (g) to foreclose this Mortgage,
 - (h) to set-off the Chilgations against any amounts due to Grantor or Borrower including, but not limited to, monles, instruments, and deposit accounts maintained with Lender; and
 - (I) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender'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.

23. APPLICATION OF PORECLOSURE 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 sheriffs fee and the satisfaction of its expenses and costs; then to reimbures 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.

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- 24. WAIVER OF HOMESTRAD AND OTHER RIGHTS Circular hundry will have been an objected in the property of the Property. Then the other spouse is aligning for the sole purpose of waiving such homestead rights and other exemptions.
- 25. COLLECTION COSTS. If Lander hires an attorney to essist in collecting any amount due or entorcing any right or remedy under this Morigage, Grantor agrees to pay Lander's ressonable attorneys' less and costs
- 25. SATISFACTION, Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' less 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 Morigage, 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.
- SS. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (Including attorneys' less and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Morigage 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 ourse any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 39. SUBFIGRATION OF LENDER. 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. PARTIAL RELEASE. Lender 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 reliable portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lander to release any of its interest in the Property.
- 32. MODIFICATION AND WAITED. The modification or waiver of any of Crantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Crantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on or a consistency a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, talk 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
- SS. BUCCESSORS AND ASSIGNS. This horigage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, sasigns, trustees, receivers, administrators, person representatives, legatees and devisees.
- 84. NOTICES. Any notice or other communication has provided 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 nine of vignate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
 - SE. SEVERABILITY. If any provision of this Mortgage violance the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 98. APPLICABLE LAW. This Mortgage shall be governed by the way of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 87. MIBCELLANEOUS. Granter and Lender agree that time is of the assence. Granter walves presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Granter in this Mortgage that include all persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives any right to true 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 represent the complete integrated understanding between Granter and Lander pertaining to the terms and conditions of those documents.

as, TRUSTEE'S EXCULPATION not personally but solely as Trustee under T the exercise of the power and authority cont performed by not individually, and all statements herein researced or be enforceable against stipulations, covenants and/or statements covenid who also may be the Beneficiary(s) of	rust Agreement dated erred upon and vested in riade are made on inform ntained in this agreement.	it as such Trustee astion and belief a This Mortgage is a , one or more of d with	and kn Air tie terms, pro- are and are to be consi also executed by	undertaken by it sok trued accordingly, a by reason of	nd no personal liability any of the terms, p	y shall be provisions
under Trust Number	puraumi w w ii iiwi			750		

Grantor acknowledges that Grantor has read, understands, and agrees to the lerms and conditions of this Morigage.	6
Dated:	
, not personally but solely as Trustee under Trust Agreement dated and known as Trust Number	
GRANTORI GERALD N. ROPPEL GRANTOR:	

GRANTOR: GRANTOR:

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State of TIIINUIS UNDER	
County of Du Page	County of
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manufactured and controller and cont	as and <u></u>
settings and the control of the cont	ae Trustee under Trust Agreement dated
personally known to me to be the same person whose na	me to me to be the same persons whose names are subscribed to the foregoing
subscribed to the foregoing instrument, appeared before this day in person and acknowledged that	e me instrument as such Officers of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said
algned, sealed and delivered the said instrument as	e and Instrument as their own free and voluntary act and as the free and voluntary act
voluntary act, for the uses and purposes herein set forth.	of said Bank for the uses and purposes set forth. Given under my hand and official seel, this
Given under my hand and official seal, this 3 472 dec	r of
	Notary Public
Chelin K T. Jyl.	Commission expires.
Commission expires:	
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Permanent Index No.(s): The legal description of the Property located in COOR	County, lilinois is:
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LOT 17 AND 18 IN BLOCK 226 IN WING 11, TOWNSHIP 39 NORTH, RANGE 12, B	IOD IN THE MORTHWEST 1/4 OF BECTION LOW OF THE THIRD PRINCIPAL MERIDIAN
IN COOR COUNTY, ILLINOIS.	F
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	COOK COUNTY RECORDER DEPT-10 PENALTY \$24.00
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For Recorder's Use:	O _{C 95476378}
To read a second	
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	This instrument was drafted by:
	First Bank of South Dakota (National Association)
	• •
	141 NORTH MAIN AVENUE
	FIOUX FALLS, ED 57117
}	
1	After recording return to:
	FIRST BANK MATIONAL ASSOCIATION
	Lien Ferfection Department
MAIL	
	P.O. Box 64778 St. Paul, NN 55164-0778

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