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RECORDATION REQUESTED BY:

LaSalle Talman Bank FSB 4747 W. Irving Park Road Chicago, IL 60641

WHEN RECORDED MAIL TO

LaSalle Talman Back 4747 W. Irving Raw Chicago, IL 60641

SEND TAX NOTICES TO:

ALLEN R. BETKER 3448 N. KILPATRICK AVE. CHICAGO, IL 60341

1062-600-A

DEPT-01 RECORDING

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COOK COUNTY RECORDER

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FOR RECORDER'S USE ONLY

This Mortgage prepared by:

LASALLE TALMAN BANK F98 4747 W. ISVING PARK ROAD CHICAGO, IL 80641

MORTGAGE

This mortgage is dated july 10, 1995, between allen R. Betker, single, whose address is 3448 N. KILPATRICK AVE., CHICAGO, IL 60641 (referred to below as "Grantor"); and LaSalle Telman Bank FSB. whose address is 4747 W. Irving Park Road, Chicago, \$2841 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Granter merigages, 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 allixed buildings, improvements and fixtures; all easements, rights of way, and appurtonances; all water, water rights, watercourses and ditch rights finduding 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, goothermal and similar matters, located in COOK County, State of Illinois (the "Resi Property"):

THE SOUTH 3 FEET OF LOT 9, ALL OF LOT 10 AND THE NORTH 6 FEET OF LOT 11 IN BLOCK 8 IN e.l. smith addition to irving park in the north 1/2 of the east 40 acres of the west 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT 5 ACRES) IN COOK COUNTY, ILLINOIS,

The Real Property or its address is commonly known as 3448 N. KILPATRICK AVE., CHICAGO, IL 50841. The Real Property tax identification number is 13-22-308-028-0000.

Grantor presently assigns to Lender all of Granter's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Londor a Uniform Commercial Code security Interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following mountings when used in this Mortgago. 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.

Existing Indebtedness. The words "Existing Indebtedness" mean the Indebtedness described below in the Existing indebtedness section of this Mortgage.

Grantor. The word "Grantor" means ALLEN R. BETKER. The Grantor is the mortgager under this Mortgage.

Quarantor. The word "Quarantor" means and includes without limitation each and all of the quaranters.

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sureties, and accommodation parties in connection with the Indebtedness.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$20,000,00.

Lender. The word "Lender" means LaSalle Talman Bank FSB, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated July 19, 1995, in the original principal amount of \$20,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.750%. The Note is payable in 60 monthly payments of \$414.23. The maturity date of this Mortgage is August 2, 2000.

Personal Property. The words "Pursonal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter twined by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all property (Including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, ioan agreements, environments, agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Londor 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 postession 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 Bents from the Property.

Duty to Maintain. Granter 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," und "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Componsation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Heautherization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 40 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6001, 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 abbestes. Granter represents and warrants to Lender that: (a) During the period of Granter's ownership of the Property, there has been no use, generation, manufacture, sterage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Granter 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, sterage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by

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í · · · a fair a const Committee of the second 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 lenant, 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, about or from 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 Mortpage. 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 and hazardous substances. Grantor hereby (a) releases and walves 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 indemnity and hold harmless Lender against any and all claims, losses, liabilities, dainages, 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 threatined 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's ownership or interest in the Property, whether two oreclosure or otherwise

Nulsance, Waste. Grantor small not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravely rock products without the prior written consent of Lender.

Removal of Improvements. Grantor anall 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 compilance with the terms and conditions of this Mortguge.

Compliance with Governmental Requirements. Granto shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governments, authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such laws 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 protect Lender's interest.

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lendor'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 to conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable, whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, in transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by Illinois law.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is siled, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if

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07-19-1995 Loan No 92-10803468

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requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Granter shall delend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Granter shall name Lender as an additional obliges under any surety bond furnished in the contest procoodings.

Evidence of Payment. Granter shall upon domand furnish to Londor satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Londor at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Londor at loast fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Londor that Grantor can and will pay the cost of auch improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgago.

Maintenance of Lisurance. Granter shall procure and maintain policies of the insurance with standard extended coverary endersements on a replacement basis for the full insurable value covering all improvements on the scal Property in an amount sufficient to avoid application of any consurance clause, and with a standard morticipus clause in taver of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Londer. Granter shall deliver to Londer certificates of coverage from each insurance 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. Each insurance policy also shall include an endersement providing that coverage in favor of Lender will not be impaired in any way by any act, emission or default of Granter or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Granter and is or becomes available, for the term of the loan and for the full unputed principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly would be be called to the Property. Lender may make proof of loss if Grantor falls to do to within lifteen (15) days of the casualty. Whether or not be because a security is impaired, bender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lion affecting the Property, or the restoration and repair of the Property. If be because to apply the proceeds to restoration and repair or replace the dumaged or destroyed improvements in a manner satisfactory to bender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which bender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to bender under this Mortgage, then to propay accrued interest, and the remainder, if 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 insurance provisions under this Mortgago, to the existing indebtedness shall constitute compliance with the insurance provisions under this Mortgago, to the extent compliance with the terms of this Mortgago would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgago for division of insurance apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor falls 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 Note 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 Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedles 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.

rtgage.

Tille. 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, title report, or final title opinion

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07-19-1995 Loan No 92-10803468

MORTGAGI (Continued)

Issued in layor 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, 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 flexisting indebtedness) are a part of this Mortpage.

Existing Lier. The lien of this Mortgage securing the indebtedness may be secondary and inferior to an existing lien. Crantor 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, chany default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the ladebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Granter shall not onter 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 Londer. Granter shall neither request nor accept any future advances under any such security agreement without the prior written consent of Londer.

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

Application of Net Proceeds. If all or any pan of the Property is condemned by eminent domain proceedings of by any proceeding or purchase in lieu of condemnation. Londor 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 meen the award after payment of all reasonable costs, expenses, and atterneys less incurred by Londor in connection with the condemnation.

Proceedings. If any proceeding in condemnation is their Granter shall promptly notify Lender in writing, and Granter shall promptly take such stops as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding, but Londer shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

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

Current Taxes, Fees and Charges. Upon request by Londor, Granter shrill execute such documents in addition to this Mortgage and take whatever other action is requested by Under to perfect and continue Londor's lien on the Real Property. Granter shall reimburse Londor for all taxes, is executed below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Londor or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortange, this event shall have the same effect as in Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Granter either (a) pays the tax before it becomes definquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender chair or a sufficient corporate surety bond or other security satisfactory to Londer.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes lixtures or other personal property, and Lander shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Granter shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Renta and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Granter, ille executed counterparts, copies or reproductions of this

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Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and 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 flied, recorded, reflied, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, left flicates, and other ducuments as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Luncer in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact." If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, illing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage. Lander shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lander or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will received by Lender, and Grantor shall be bound by any judgment, decree, order, suttlement or compromise relating to the Indebtedness or to this Mortgage.

DEFAULT, Each of the following, at the polion of Lender, shall considure and the following, at the polion of Lender, shall considure 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:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Helated Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forteiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Granter or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Granter as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefaiture proceeding, provided that Granter gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Londer.

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

Existing indebtedness. A default shall occur under any Existing indebtedness or under any instrument on the Property securing any Existing indebtedness, or commencement of any suit or other action to foreclose any

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07-19-1995 Loan No 92-10803468 (Continued)

existing lien on the Property.

Events Affecting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the indebtedness or any Guaranter dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Dafault 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, Lander 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, ageing the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of tent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor make payments of tent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor mayocably 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 inco. 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 orecading foreclosure or sale, and to collect the Bents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver new 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, conder 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 Note 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 apposition 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 the 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.

Altorneys' 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 projection 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 Note. 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 applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be be sent by telefacsimille, 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

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prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the untire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage 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.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lander in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret of Calino the provisions of this Mortgage.

Merger. There shall by no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property of any time hold by or for the benefit of Londor in any capacity, without the written consent of Londor.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unanforceable as to any person or circumstance, such finding shall not render that provision invalid or unanforceable as to any other remons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be where the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricted and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and increase to the benefit of the parties, their successors and assigns. If expensely becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reterence to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby remains and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all inducedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signer by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of tuch hight or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Granter, shall constitute a waiver of any of Lender's rights or any of Granter's obligations as to any future transactions. Whenever consent by Lender's rights dealer the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

ALLEN R. BETKER

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07-19-1995 Sankline Loan No 92-10803468

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF COOK) 98)
On this day before me, the undersigned Notary Publi	day of 11/1/1, 19 95.
Notary Public in and for the State of TOLT My commission expires STAL STAL DEEB CORPORATION	Residing at
ASER PRO, Rog. U.S. PILL ANT OVER THE LYBIC STATES TO TOP ON THE PROPERTY OF T	995 CFI ProServices, Inc. All rights reserved.
	County Clarks
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DY-15-1995

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