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(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage.
- (2) Pay all taxes, assessments, and liens that are assessed against the Property, when they are due. If you do not pay the taxes, assessment, or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of lease, and rentals, or other agreement granting a lien against, or an interest in, the property without our prior written consent, and then only when the document granting that interest specifically provides that it shall be subject to the terms of this Mortgage.
- (4) Keep the Property insured for full replacement value or substantially that value of the Property.
- (5) Keep the Property insured for replacement value or damage caused by fire or other hazard with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as First Mortgagee for the amount of your loan. You must file a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

(D) **Environmental Condition.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental law.

(E) **Default.** If you do not keep the promises you made in this Mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement, including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your Agreement.

(F) **Due on Sale.** If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.

(G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. *By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.*

(H) **Waiver of Homestead Right.** You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.

(I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" as defined in 815 ILCS 205/4.1. The revolving credit line shall be governed by and construed in accordance with the Illinois Financial Services Development Act, 175 ILCS 675/1, et. seq. Upon or at any time after the filing of a complaint to foreclose this mortgage, we shall be entitled to enter upon, take possession of and manage the Property and collect rents in person, by agent or by judicially appointed receiver without notice and before or after any judicial sale. You agree to pay all of our fees including attorney's fees, receiver's fees and court costs upon the filing of a foreclosure complaint.

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Handwritten initials

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By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses

X

Print Name:

X *Ila Kaplan Barinholtz*
Mortgagor Ila K. Kaplan a/k/a Ila K. Kaplan-Barinholtz

X

Print Name:

X *Gerald Barinholtz*
Mortgagor Gerald Barinholtz, solely for the purpose of Homestead Waiver

STATE OF ILLINOIS

COUNTY OF

Robert Olian

I, *Robert Olian*, a notary public in and for the above county and state, certify that Ila K. Kaplan a/k/a Ila K. Kaplan-Barinholtz & Gerald Barinholtz, personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 29th

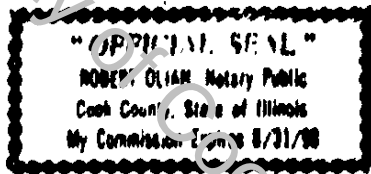
day of *July*, 19 95

X

Notary Public, *Robert Olian* County, Illinois

My Commission Expires: *8-31-98*

When recorded, return to:



Drafted by

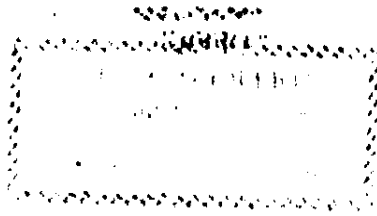


PREPARED BY AND MAIL TO:
NBD BANK / NORTHFIELD
400 CENTRAL AVENUE
NORTHFIELD, IL 60063

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For information only
JUL 19 11 30 AM '11
CLERK OF COURT
COURT HOUSE
CHICAGO, ILL.



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EXHIBIT "A"

Legal Description: That part of Lot 1 in Lake Mary Anne Subdivision of part of Sections 9 & 10, Township 41 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the E line of the W 1/2 of the SW 1/4 of the SW 1/4 of said Section 10 (said E line of the W 1/2 of the SW 1/4 of the SW 1/4 also being an E line of said Lot 1 and having a bearing of S 3 degrees 09 minutes 0 second W for the purposes of this description) 314.21 ft. S of the most Northerly NE corner of said Lot 1; thence continuing S 3 degrees 09 minutes 0 second W of said E line of the W 1/2 of the SW 1/4 of the SW 1/4 a distance of 92.42 ft.; thence S 90 degrees 0 minute 0 second W a distance of 278.32 ft.; thence N 0 degree 0 minute 0 second E 19.02 ft.; thence North 18 degrees 2 minutes 0 second E 74.72 ft.; thence N 90 degrees 0 minute 0 second E 258.88 ft. to the place of beginning in Cook County, Illinois (said Subdivision recorded October 27, 1985 as document number 19850839).

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