### RECORDATION REQUESTED BY:

Columbia National Bank of Chicago 5250 N. Harlem Avenue Chicago, IL 90658

## WHEN RECORDED MAIL TO:

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Columbia Hational Bank of Chicago 5250 N. Harlem Avenua Chicago, IL 80856

#### SEND TAX NOTICES TO:

DAVID TEEPO and GAYE TEEBO 8643 W. FOSTER CHICAGO, IL 30556 95850198

.R DEPT-01 RECORDING #37.50 140011 TRAN 9251 32/07/95 10:21:00 - \$2496 \$ RV #-95-850 198 COUR COUNTY RECORDER

DEPT-01 RECORDING 937.50 T#0011 TRAN 9251 12/07/95 10:20:00

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

293581) bia-349

This Mortgage propaged by:

DIANT ZIMON 5250 N. Han wn Ave Chicago, II. 60650 Mile.

## **WORTGAGE**

THIS MORTGAGE IS DATED NOVEMBER 10, 1907, bytween DAVID TEEBO and GAYE TEEBO, HIS WIFE JOINT TENANTS, whose address is 6543 W. FOSTET, CHICAGO, IL 60658 (referred to below as "Grantory" and Columbia National Bank of Chicago, whose address is 5260 N. Harlam Avenue, Chicago, IL 60656 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Granter revisinges, warrants, and conveys to Lender all of Granter'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 essements, rights of way, and appurtenances; all water, water rights, watercourses and disch rights (including which in unlittes with disch 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"):

LOT ONE (1) IN ROPPOLO'S RESUBDIVISION OF LOTS SIXTY-FOUR (64) ARE SIXTY-FIVE (65) IN WILLIAM ZELOSKY'S FORTER AVENUE GARDENS LOTS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER (SE 1/4) OF SECTION(7) TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6543 W. FOSTER, CHICAGO, IL 50656. The Real Property tax identification number is 13-07-404-053.

Grantor presently assigns to Londor all of Grantor's right, title, and interest in and to all lesses 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 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 dellar 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 DAVID TEEBO and GAYE TEEBO. The Grantor is the mortgagor under this Mortgago.

11-10-1995 Loan No

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Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the tipe beginness.

improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, 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 \$24,721.33.

Lander. The second "Lender" means Columbia National Bank of Chicago, its successors and assigns. The Lender is the microtagee under this Mortgage.

Morigage. The voril "Morigage" means this Morigage between Orantor and Lender, and includes without immission all assignments and accurrity interest provisions relating to the Personal Property and Rents.

Note. The word "Note" proons the promissory note or credit agreement dated November 10, 1995, in the original principal amount of \$24,721.33 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 8.735.3. The Note is payable in 120 monthly payments of \$311.51. The maturity date of this Mortgage is November 19, 2005.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Prantor, and now or hereafter attached or affixed to the Real Property: together with all accommons, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all processor (including without limitation all insurance proceeds and retinuds 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 Morigage" section.

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

Hents. The word "Rents" means all present and future rents, revenues, 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 far to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor colligations under the 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 Limbility Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendmenta and Reauthorization Act of 1986, Pub. L. No. 199-409 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1301, 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 ashestos. 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, about or from 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,

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release, or threatened release of any hazardous waste or substance on, under, about or from the Property in 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 mainters; and (c) fixcept as previously disclosed to and acknowledged by Lender in writing. (i) neither Grantor nor any tenant, contractor, agent or other amborized user of the Property and lender, about or from the Property and (ii) any such activity shall be conducted in compliance with all regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the regulations, and ordinances described above. Orantor authorizes Lender and its agents to enter upon the determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by on the part of Lender to Grantor or to any other person. The representations and warranties contained form abbances. Grantor bereby (a) releases and waives any fixture claims against Lender for indometry or agrees to indevnify and hold harmless Londer against any and all claims, losses, limiting, damages, the agrees to indevnify and hold harmless Londer against any and all claims, losses, limiting, damages, the agrees to indevnify and hold harmless Londer against any and all claims, losses, limiting, damages, the agrees to indevnify and hold harmless Londer against any and all claims, losses, limiting, damages, the agrees to indevnify and hold harmless Londer against any and all claims, losses, limiting, damages, the agrees to indevnify such hold have been known to Grantor. The provisions of this section of the Mortgage of health have been known to Grantor. The provisions of this section of the Mortgage and shall not be affected by Londer's acquisition of any interest in lander to this Mortgage and shall not be affected by Londer's acquisition of any interest in release, or threatened release of any hazardous waste or substance on, under, about or from the Property by

Nulsance, Waste. Granter well 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, Granter will not remove a grant to any other party the right to remove, any timber, numerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lander.

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 surfacetory to Londor to replace such Improvements with

Londor's Flight to Enter. Londor and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Londor's interests and to inspect the Property for purposes of Grantor's

Compilance with Governmental Requirements. Granto shall promptly comply with all laws, ordinances, and regulations, now or becaster in effect, of all governmental authorities applicable to the use or occupancy of the broperty. 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 Landor in writing prior to doing so and so long as, in Londor's sole opinion, Londor's interests in the Property are not propertied. Landor's interest, case-ably satisfactory to Landor, to protect Londor'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 or the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Landor may, at its option, declars immediately the and payable all sums accured by this Mortgage upon the sale or transfer, without the Lender's prior written consequent all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" mounts the conveyance of Raul Property or any right, title or interest therein; whether legal, beneficial or equitable; whether vertactury in involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leachold inferest with a term greater than three (3) years, lease-option contract, or by saie, 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 of Real Property Interest. If any Granter is a corporation, partnership or finited liability company, transfer also includes may 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 Granter. However, this option shall not be exercised by Lander if such exercise is prohibited by federal law or by Illinois law.

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

Payment. Grantor shall pay when due (and in all ovents prior to delinquency) all taxes, payroll taxes, special responsive. Grantor analy pay when due (and in all ovents prior to detriquency) are taxes, payron taxes, special taxes, sascenteria, water charges and sower 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 Louise under this Mortgage, except for the lien of taxes and assessments not due, except for the lien of taxes and assessments not due, except for the lien of taxes and assessments not due, except for the lien of taxes and assessments not due, except for the lien of taxes and assessments not due, except for the lientered to below, and except as otherwise provided in the following paragraph.

Alght 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 London's intensit in the Property is not peopardized. If a free arises of is filed as a result of nonpayment, Orantor shall within fifteen (15) days after the free arises of 1) a

lien is filed, within fifteen (15) days after Orantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surery bond or other security charges that could secrate as a result of a foreclesure or sale under the lien. In any contest, Grantor shall the first of the lien of the lien of the lien of the lien, in any contest, Grantor shall of the lien of th

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

Notice of Construction. Granter shall notify Lender at least 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 of Lender furnish to Lender advance assurances satisfactory to Lender that Granter can and will upon request of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage configurations on a replacement basis for the full insurable value covering all improvements on the few Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage; desire in favor of Lender. Policies shall be written by such insurance companies and in such form as may be resonably acceptable to Lender. Grantor shall deliver to Lender certificates of 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 endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any usualtain Federal Energency Management Agency at any time become located in an area designated by the Director of available, for the term of the loan and for the full appaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Processes. Grantor shall promptly no ify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within lifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its electic, apply the proceeds to the reduction of the Indebtedness, payment of any lies affecting the Property, or in restoration and repair of the Property. If destroyed improvements in a manner satisfactory to Lender, Lender shall repair or replace the stanged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such destroyed improvements. Any proceeds which have not been stable cost of repair or restoration if the property shall be used first to may any amount owing to Lender under this Mortgage, then to prepay accuracy interest, and the remainder, if payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unarrised Insurance at Sala. Any uncapited insurance shall insurance shall insurance of the benefit of and pass to the

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 beld under the province 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 extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If proceeds shall apply only to that partian 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 Indebtodness in good standing as required oplow, or if any action or proceeding is communical that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but distill not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in an distinguish has interest at the rate charged under the Note from the date incurred or paid by Lender to the date of following will have uniform the note and the Note and be apportioned among and be payable with any installment payment, to be added to the during either (i) the term of any applicable insurance policy or (ii) the romaining term of the Note, or (c) be payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any constrained as curring the default as at to her 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

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this

Title, Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee sample, free and clear of all liens and encumbrances other than those set forth in the Real Property description

11~10-1995 Loan No

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MORTGAG (Continued) Page 5

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) Grantur has the full right, power, and authority to execute and deliver this Mortgage to Londor.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will torsver 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 Uen. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the Iron securing payment of an existing obligation to BANK ONE described as: MORTGAGE LOAN DATED 4-29-93 AS DOCUMENC AS335025. The existing obligation has a current principal balance of approximately \$99,900,00 and is in the original principal amount of \$109,100.00. Granter 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.

Default. If the payment of any installment of principal or any interest on the fixisting 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 cared during any applicable grace period therein, then, at the option of Lender, the indebtedness recured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

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

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 emmen domain proceedings or by any proceeding or purchase in lieu of condemnation, conder may at its election require that all or any portion of the net proceeds of the award be applied to the inucledness or the repair or restoration of the Property. The net proceeds of the award shall mean the avair after payment of all reasonable costs, expenses, and atterneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condomnation is filed, Grantor shell promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the getton and obtain the award. Grantor 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 uwn 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 participation.

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

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described 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 Granton 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 Lender 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 enseted subsequent to the date of this Mortgage, this event shall have the same effect as an 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 Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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 fixtures or other personal property, and Londer shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

11-10-1995 Loan No

## MORTGAGE

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Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Pursonal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortpage as a linaneing 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 responsibly convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written domand from Lendor.

Addrosses. The muting addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security inferest 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 filled, recorded, refilled, 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, and in such offices and places as Lender may deem appropriate, any and an such northages, deeds of trust, security deeds, sectionly agreements, financing statements, continuation statements, instruments of further assumance, certificates, and other documents 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 Cocuments, 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 Lender 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 fails to do may of the things referred to in the preceding paragraph, Lender may do we for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irreversably appoints Lender as Grantor's minorey-in-fact for the purpose of making, executing, delivering, filing, 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 varagraph.

FULL PERFORMANCE. If Grantor pays all the Indebt diess when due, and otherwise performs all the obligations imposed upon Grantor under this Morigage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Morigage 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 one. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indehtedness and thereafter Lender is forest to remit the amount of that payment (a) to Grantor's trustes in brakruptcy 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 Lender or any at Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (faciliding without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Morigage and this Morigage shall continue to be effective or shall be reinstated, as the case may be, notwithereding any cancellation of this Morigage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount power had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, attlement or compromise relating to the Indebtedness or to this Morigage. 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:

Default on Indebtedness. Failure of Granter 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 discussive of

Compliance Default. Finlure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related 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. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by credit life insurance.

Foreclosure, Forfelture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-heip, repossession or any other method, by any creditor of Grantor 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 Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or torefenture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between

11-10-1995 Loan No

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MORTGAGE (Continued) Page 7

Grantor and Londer that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Londer, whether existing new or later.

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

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

FIGHTS 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 in chicago. Londer shall have the right at its option without notice to Granter to declare the entire Indebtraries immediately due and payable, including any propayment penalty which Granter 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 Harda. Leade Tall have the right, without notice to Granter, to take possession of the Property and collect the Rents, including consumts past due and unpaid, and apply the net proceeds, over and above Leader's costs, sgainst the fractioness. 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 Londer. If the Rents are collected by Leader, then Granter irrevocably designates Lender as Granter's atternoy-in-fact to enderse matriaments received in payment thereof in the commo of Granter and to negotiate the same and collect the proceeds. Payments by tenants or other users to Levelet 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 existent. Lender may exercise its rights under this subparagraph of the or person, by syont, or through a receiver.

Mortgages in Possession. Lander shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any ract of the Property, with the power to protect and preserve the Property to operate the Property preceding forcetoners or sale, and to collect the Roms from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without round if purmitted by law. Londer'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 Lander shall not disqualify a person from serving as a receiver.

Audicial Foresionure. Leader may obtain a judicial decree forestoring Grantor's interest in all or any part of the Property.

Beficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency ramaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lendor 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, Granter hereby waves any and all right to have the property marshalled. In exercising its rights and remedies, Londor shall be free to self all or any part of the Property together or separately, in one sale or by separate sales. Londor shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Granter 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 tune of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgago shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Biection by Lender to pursue any remedy shall not exclude pursue of any other remedy, and an election to make expenditures or take action to perform an obligation of Chanton under this Mortgage after failure of Orantor to perform shall not affect Lander'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 endited 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 included by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights thall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the tate provided for in the Note. Itspanses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attenneys' less and tender's legal expenses whether or not there is a lawsuit, including atterneys fees for brankrupte) proceedings (including offerts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of scarching records, obtaining title reports (including forceours reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Granter also will pay any court costs, in addition to all other sums provided by law.

11-10-1995 Loan No

## MORTGAGE (Continued)

Page 8

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 telefacsimilie, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if made, shall be deemed effective when deposited in the United States mail first class, registered mail, postage 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 thes 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 entire 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 Lender 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 or define the provisions of this Mortgage.

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

Multiple Parties. All obligations of Grance under this Mortgage shall be joint and several, and all references to Cranter shall mean each and every Granter. This means that each of the persons signing below is 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 person or circumstance such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken 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 intro to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Crintor, Londer, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbestness 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 assence in the performance of this Mortgage.

Walver of Homestead Exemption. Granter hereby releases and walver all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by a is Morigage.

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

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

GRANTOR:

X

DAVID TEEBO

GAYE TEEBO

# UNOFFICIAL COPY MORTGAGE (Continued)

11~10~1995 Loan No

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Page 9

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF 1LLINGS	
COUNTY OF Cack	) 25
me known to be to adividuals described in and the Mortgage as their free and voluntary act and o	Public, personally appeared DAVID TEEBO and GAYE TEEBO, to who executed the Murtgage, and acknowledged that they argned deed, for the uses and purposes therein mentioned.  10 day of WCMBCR., 19 95.
By Matt Mi	Residing at
Notary Public In and for the State of	"OFFICIAL SEAL" MATT MCQUINN
My commission expires	Notary Public, State of Illinois My Commission Expires 12/2/08

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