ILLINOIS

ABSTRACT

#### MORTGAGE

9420020129 125/31/TMM12

	GRANTOR DOROTEY A. MORGAN, divorced and not since MDITH B. PETERSON, Widow	DOROTHY A. HORGAN
	ACORESS 1869 PRATT DBS PLAIMS IL 600183926	ACCIRESS  1969 PRATT  DES PLAINES IL 600183926
NDER:	FIRST BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION 1023 OAFTON STREET DBS PLANDS, IL 60018	. DEPT-01 RECORDING \$27 . T\$0008 TRAN 0235 06/25/96 10:27:00 . \$2489 € B.J. ★-96-48804 . COOK COUNTY RECORDER

2. OBLICATIONS. This Mortgage chalf secure the payment and performance of all of Borrower's and Brantor's present and future, indebtedness, liabilities, ublications and covenants (cumulatively "Culigruons") to Lender pursuant to:

(a) this Mortgage and the following

PRINAPAL AMOUNT/ CRIDIT LIMIT	AGREEMENT DATE	DATE
50,155,50	08/14/1995	08/14/2010

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are a secut of and incurred for CONSTINER purposes.

4. FUTURE ADVANCES. (.) This Mortgage secures the repayment of the civances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may to roll indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreen emis described above may increase or decrease from time to time, but [] This Mortgage secures are repayment of all advances the total of all such indebtedness so secured shall not exceed \$ that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtadness so secured shall not exceed \$

5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all am runts expended by Lender to perform Grantor's covenants under this Murigage or to maintain, preserve, or dispose of the Property, including but not limited to, amount a pended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon 96488046

6. CONSTRUCTION PURPOSES. If checked, [ ] this Mortgage secures an indebtedness for construction purposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except to This Mortgage and liens and encumbrances of record.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, release i, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous wints, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (III) polychlorinated biphenyis; (Iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these risk tes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN SORROWERS. On sale 3. Transfer to any person without the prior written approve of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law

e. INCUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to antor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lander's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable theraunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receivus at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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- 11. COLLECTION OF INDEBTEDNESS FROM HIPD PARTY. I arrier th hip be in titled to notify at feet re-Gray for to notify any third party (including, but not firmided to, lessees, licensees, governmental authorities, and insurance companies) to pay Lander any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification or if the instruments or other remittances until the prepayment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender spart from its other property, endorse the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent. without Lender's prior written consent, and shall be made at Grantor's sole expense
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Londer in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor tails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may ret as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or neg-ptable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Ot ligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is the office of the make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Origations to toward the cost of rebuilding and restoring the Property. Any amount applied against
- 15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covanants affecting the Property.
- 16. CONDEMNATION. Granter shall immedia; involve Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Granter from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Granter shall be obligated to restore or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Gian'er hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle my claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its ow (nar). Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys reus and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited 15, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. IMSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Granter shall allow Lender or its related to examine and inspect the Property and examine, inspect and make copies of Granter's books and records pertaining to the Property from time to time. Granter shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Granter's books and records shall be Contine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the P of erty. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Ercpert. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All in ormation furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intrinded transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations, and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner **9**648804**6** 
  - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor. Borrower or any guaranter of any Obligation:

(a) fails to pay any Obligation to Lander when due;

(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or orai, agreement.

(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect; (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender,

(e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or

(f) causes Lander to deem itself insecure in good faith for any reason

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to declare the Obligations immediately due and payable in full; (b) to collect the outstanding Obligations with or without resorting to judicial process;

- (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lander

(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property; (f) to foreclose this Mortgage;

(g) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts intained with Lender; and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law. 's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

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24. WAIVER OF HOMESTEAD AND CTHER MICH S. Cranto hereby waires all homested or the exemptions to which Grantor would otherwise be entitled under any applicable law. If a husband and wife a born-signing this Housings and only one of the processors an owner of the Property, then the other spoulders signing for the sole purpose the air ling such born-sites if rights and off of examinations. 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriffs fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law. 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including aftomeys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein. 28. APPLICATION OF FAYMENTS. All payments made by or on behalf of Granter or Borrower may be applied against the amounts paid by Lender (including attornays' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses. 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mongage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lr. der regardless of whether these liens, security interests or other encumbrances have been released of record. 31. COLLECTION COSTS AT Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonal le littomeys' fees and costs. 32. PARTIAL RELEASE. Let may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining purion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property 33. MODIFICATION AND WAIVER. The no diffication or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may penorn may be of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fulls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of Its rights against any Grantor, third party or the Property. 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors. assigns, trustees, receivers, administrators, personal representatives, legateos and devisees. 35. NOTICES. Any notice or other communication to be previously under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is and on any other such notice shall be deemed given when received by the person to whom such notice is being given. 36. SEVERABILITY. If any provision of this Mortgage violates the law of is unenforceable, the rest of the Mortgage shall continue to be valid and anforcable 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the April where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state 35. MISCELLANEOUS. Grantor and Lender agroe that time is of the essence. Cantur waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in a vivil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Granfor and Lender pertaining to the terms and conditions of those documents. 38. THISTEE'S EXCULPATION; MORTGAGE SIGNERS. This Mortgage is executed by not personally but solely as Trustee under Trust Agreement dated and mown as Trust No. the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, providings, stipulations, covenants and conditions to be are und staken by it solely as Trustee, as aforesaid, and performed by not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against

by nuson of any of the terms, provisions, stipulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by one or more of whom is (are) also the maker(s) of the Note recur id by the Mortgage, and who also end may be the Beneficiary(s) of that certain Trust created with \_\_\_\_as Trust ie under Trust Number \_\_\_\_ pursuant to a Trust Agreement dated \_ Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage Dated: , not personally but 96458046 solely as Trustee under Trust Agreement dated and known as Trust Number GRANTOR Edith & Peterson arally (1) Korala GRANTOR: ROTABRO GRANTOR GRANTOR GRANTOR GRANTOR

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·	CORPORATE ACKNOWLEDGMENT
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County of Cank	County of)
Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY	<ol> <li>a Notal Public in and for said County, in the State aforesaid, DO HEREBY CERTIF</li> </ol>
Public in and for said County in the State atoresaid, DO HEREBY CERTIFY bat DOROTEY A. MORGAM, TEMATTIED AND NOT SINCE SDITE S. PETERSON, WIDOW	that as and
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	and known as Trust Number, who are personally know
ersonally known to me to be the same person 5 whose name  ARC subscribed to the foregoing instrument, appeared before me	to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers of said Bank, respectively, appeared before me this
is day in person and acknowledged that They he gred, sealed and delivered the said instrument as THEIR tree and	day in person and acknowledged that they signed at delivered the sak instrument as their own free and voluntary act and as the ree and voluntary ac
sluntary act, for the uses and purposes herein set forth.	of said Bank for the uses and purposes herein set forth  Given under my hand and official secutivis day of
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Notary Public Notary Public Notary Public Notary Public	Commission expires:
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ILLINOIS ON SEPTEMBER 16, 1954 AS DOCUM	NY NUMBER 1547221.
Permanent Real Estate Tax Index Number 09-33-	313-008-0000
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For Recorder's Use:	
FOI NECULCA'S COS.	96465046
	36466046
	This instrument was drafted by:
	FIRST BANK NATIONAL ASSOCIATION,
	1223 OAKTON STREET
	DES PLATTES, IL 50010
	After recording return to:
	FIRST BANK NATIONAL ASSOCIATION
	Lien Perfection Department P.O. Box 64778
	St. Paul, MN 55164-0778
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Page 4 of 4 E. B. Indian

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