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RECORDATION REQUESTED BY:

First National Bank of Lincolnwood 6401 N. Lincoln Avenue Chicago, Illinois 60645-4089

WHEN RECORDED MAIL TO:

C.A. Greenstein, Senior Vice President First National Bank of Lincolnwood 6401 N. Lincoln Avertica Chicago, Illinois 60646 4789

H9601651

DEPT-01 RECORDING

T#0012 TRAN 1102 06/26/96 14:44:00 \$4487 \$ TD X-96-494273

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SECOND MORTGAGE

THIS MORTGAGE IS DATED June 21, 1996, between Vincent J. Campagna, Divorced and not since remarried (referred to below as "Grantor"); and The First National Bank of Lincolnwood, 6401 N. Lincoln Avenue, Lincolnwood, Illinois 60645-4089 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender the following described real estate and all of Grantor's right, title, and hiterest therein together with all existing or subsequently erected or affixed buildings, improvements and fixtures at easements, rights of way, and appurently executed buildings, improvements and fixtures at easements, rights of way, and subsequently executed buildings, improvements and fixtures at easements, rights of way, and subsequently executed buildings, improvements and fixtures at easements, rights of way, and subsequently executed buildings, improvements and fixtures at easements, rights of way, and appurently executed buildings, improvements and fixtures at easements, rights of way, and appurently executed buildings, improvements and fixtures at easements, rights of way, and appurently executed buildings, improvements and fixtures at easements, rights of way, and appurently executed buildings, improvements and fixtures at easements, rights of way, and appurently executed buildings are subsequently executed buildings. ILLINOIS, to wit:

LOT 290 IN HASBROOK SUBDIVISION UNIT NUMBER 4, OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 1959 AS DOCUMENT LR 1891839, IN COOK COUNTY, ILLINOIS /

The Real Estate or its address is commonly known as: 1841 N. Kasper Avenue Arlington Heights, Illinois 60004

The Real Estate tax Identification number is 03-19-215-002

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Grantor. The word "Grantor" means the mortgagor under this Mortgage.

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

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

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.

Lender. The word "Lender" manne The First National Bank of Lincolawood, its successors and assigns. The Lander is the mortgages under this Mortgage.

Mortgage. The word "Morigage" means this Mortgage between Gruntor and Lender.

Note. The word "Note" means the instalment note dated June 21, 1996, in the original principal amount of Fourteen Thousand and 00/100--- Dollars (\$14,000.00) from Grantor to Lender, together with all renewals of, autentions of, modifications of, refinancings of, consolidations of, and substitutions for the instalment note.

Payment & interest. Rate Provisions. The principal sum and interest on said Note to be payable at the rate of 7.75% per annum in installments as follows: Two Hundred Eighty-Two and 20/100--- Dollars or more on the 1st day of August, 1996 and Two Hundred Eighty-Two and 20/100---- Dollars or more on the 1st day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, it not nooner paid, shall be due on the 1st day of July, 2001. All instalment payments received on said note shall be applied that to the payment of interest socrued to the date the instalment is paid, and any amount remaining from an includent after application to interest shall be applied in reduction of unpaid principal. If the monthly instalment appears in insufficient to pay the interest accrued for any month, the Grantor agrees to pay the actual billing from the bank of interest accrued for that month, interest on said note shall increase to a rate per annum of 12/69 upon an Event of Default, or after the due date of the final instalment until all fishibities are paid, interest on an note will be computed based upon a 365-day year for the actual number of degle elapsed. All of said principal and increase being made payable at the office of the Final National Bank of Lincolmwood, 6401 N. Lincoln Avenue, Lincolnwood, fillnots 60645.

Real Estate. The words Real Estate" mean the property, intorests and rights described above in the "Grass of Mortgage" section.

Related Documents. The words "Pointed Documents" mean and trouds without finitetion all instalment notes, toan agreements, guaranties, security agreements, mortgages, deeds of trust, assignment of rents and all other instruments, agreements and documents, whether now or hereafter existing, associated in connection with the indebtedness.

Rents. The word "Renie" means all presum and future rents, revenues, income leaves, royalties, profits, and other benefits derived from the Real Estate.

THIS MORTGAGE IS GIVEN TO BECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTON UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENTAND PERFORMANCE. Except as otherwise provided in 1012 /2crigage, Grantor shall pay to Lender all amounts secured by this Morigage as they become due, and shall strictly perform all of Grantor's obligations under this Morigage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees Viz Grantor's possession and use of the Real Estate shall be governed by the following provisions:

Possession and Use. Until an Event of Delault, Grantor may remain in pure closs and control of and operate and manage the Real Estate and collect the Rents from the Real Estate.

Duty to Maintain. Grantor shall maintain the float Estate in tenantable condition and promptly perform all recairs, replacements, and maintenance necessary to preserve its value.

Hazardous Subatances. The terms "tazardous waste." "hazardous substance," "popula" "release," and "threatened release," as used in this Morigape, chall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1983, es amended, 42 U.S.C. 3cd/s-3601, at seq. ("CERCLA"), the Superium Amendments and Reauthorization Act of 1988, Pub.L.No. 89-20-3643", the Hazardous Materiate Transportation Act, 49 U.S.C. Section 1801, at seq., the Heacures Compensation Act, 49 U.S.C. Section 1801, at seq., the Heacures Compensation Act, 49 U.S.C. Section 1801, at seq., the Heacures Compensation Act, 49 U.S.C. Section 1801, at seq., the Heacures Compensation adopted pursuant to any of the feregoing. The terms "hazardous wasts" and "hazardous substance." In also include, without Smitalion, petroleum and petroleum by-products or any fraction thereof and asbestot. Unamor represents and warrants to Lander that: (a) During the period of Grentor's connecting of the Real Estate there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous wasts or hazardous substance by any prior conners or occupants of the Real Estate or (ii) any actual or threatened Higation or claims of any land by any prior conners or occupants of the Real Estate or (iii) any actual or threatened treated to and acknowledged by Lender in writing. (i) neither Grantor was sony tenant, contractor, agent or other authorized user of the Real Estate shall use, generate, manufacture, storage, treatment, disposal, reset, disposal, release any hazardous waste or hazardous substance on, under, or about the Real Estate and (ii) any such activity shall beconducted in compliance with all applicable federal, date, and loss fews, regulations and ordinances, and ordinances and tests as Lander may deem appropriate to determine compliance of the Real Estate with this section of the Morigage. Any inspections or tests made the Lander to Grantor or to any other porson. Th

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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, itabilities, damages, pensities, 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 threatened release occurring prior to Grantor's commercially in interest in the Real Estate, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Real Estate, whether by foreclosure or otherwise.

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

Removal of improvements. Grantor shall not demolish or remove any improvements from the Roal Estate without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactoryto Lender to replace such improvements with improvements of at least smual value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Estate at all reasonably times to attend to Lender's interests and to inspect the Real Estate for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance at?. Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, new or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Real Estate. Grantor way contest in goodfalth any such law, ordinance, or regulation and withhold compliance during any proceeding, no uding appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, relender's sole opinion, Lender's Interests in the Real Estate are not jeopardized.Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect hander's Interest.

Duty to Protect. Grantor agrees namer to abandon nor leave unattended the Real Estate. Grantor shall do all other acts, in addition to those acts let torth above in this section, which from the character and use of the Real Estate are reasonably necessary to project and preserve the Real Estate.

DUE ON SALE - CONSENT BY LENDER. Lender ma", at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Estate, or any interest in the Real Estate. A "sale or transfer"means the conveyance of Real Estate or any right, title or interest therein, whether legal or equitable; whether roluttary or involuntary; whether by outright sale, deed, instalment sale contract, fand contract contract for deed, kasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any oel efficial interest in or to any lend trust holding this to the Real Estate, or by any other method of conveyance of a Roal Estate, or by any other method of conveyance of a Roal Estate, or the greater size includes any change in ownership of more than twenty-live percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Real Estate are a part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delirquency) all taxes, payroli laxes, special taxes, assessments, water charges and sewer service charges levied against of account of the Real Estate, and shall pay when due all claims for work done or for services rendered or multital furnished to the Real Estate. Grantor shall maintain the Real Estate free of all liens having priority over or exist to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as provided in the following paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in correction with a good faith dispute over the obligation to pay, so long as Lendor's interestin the Real Estate is no jeorardized. If a lien arises or is tiled as aresult of nonpayment, Grantor shall within filteen (16) days after the lien arises or, if a lien is filed, within filteen (15) days after Grantor has notice of the filing, secure the discharge of the filen, or if requested by Lender, dopoeth with Lender cash or a sufficient corporate surely bond or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and atterneys' sees or other charges that could accrue as aresult of a foreclosure or sale under the lien, in any contest, Grantor stall defend itself and Lender and shall eatisfy any adverse judgment before enforcement against the Real Estate. Grantor shall name Lender as an additional obliges under any surely bond turnished in the contest proceedings.

Evidence of Payment. Granior 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 Real Estate.

Notice of Construction. Grantor shall notify Lender at least filteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Real Estate. 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 Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to Insuring the Real Estate are a part of this Mortgage:

Maintenance of insurance. Grantor shall produce and maintain policies of fire insurance with standard extended coverage endorsements on a repiscement basis for the full insurable value covering all improvements on

the Real Estate in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in tavor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer 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. Should the Real Estate at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood insurance, to the extent such insurance is required and to or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is leas.

Application of Presents. Grantor shall promptly notify Lender of any loss or damage to theReal Estate. Lander may make proof of lose if Grantor fails to do so within filteon(15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any iten affecting the Real Estate, or the restoration and repair of the Real Estate. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. 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 1, not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Real Estate shall be used first to pay any ampant owing to Lender under this Mortgage, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be need for the principal balance of the indebtedness.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Heal Erists governd by this Hortgage at any sale held under the provisions of this Mortgage, or at any foreologue sale of not Real Estate.

EXPENDITURES BY LENDER. Granfor lails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would are laily affect Lender's interests in the Real Estate, Lender on Granfor's behalf may, but shall not be required to take any action that Lender deems appropriate. Any amount that Lender superide in so doing shall be so much additional indebtacese recursed hereby and shall become immediately due and payable without notice and with interest thereon at a rate of availant to the Event of Default rate set forth in the Note securing this Mortgage. The rights provided for in this para-reph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lander shall not be construed as ouring the default so as to ber Lender from any remedy that it etherwise are in have find.

WARRANTY; DEFENSE OF TITLE. The following providing relating to ownership of the Real Estate are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Real Estate in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Estate description or iny title insurance policy, title report, or final title opinion lesued in layor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full light, power, 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 Real Estate against the tawful claims of all persons. In the event any action or proceeding is commenced that questions Grantors title or the interest of Lender under this Morigage, Grantor shall defend the action at Grantor's expense. Grantor may be the monitoral party in such proceeding, but Lender shall be entitled to purticipate in the proceeding and to be represented in the proceeding by artiful of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lander such instruments as Lander may request from time to time to permit such participation.

ComplianceWith Laws, Grantor warrants that the Real Estate and Grantor's use of Le Real Estate complies with all existing applicable laws, ordinances, and regulations of government authorities.

CONDENNATION. The following provisions relating to condemnation of the Real Estate are a part of the Partiage:

Application of Net Proceeds. If all or any part of the Real Estate is condemned by examini domain proceedings or by any proceeding or purchase in lieu of condemnation, Lendermay 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 restorable of the Real Estate. The net proceeds of the award after payment of all researcable costs, expenses and attermity of fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lander in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. 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 coursel of its own 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.

FULL PERFORMANCE. If Granier pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Granier under this Morigage, Lander shall execute and deliver to Grantur a suitable satisfaction or release of this Morigage, Granter will pay any reasonable release fee as determined by Lender from time to time.

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. Fallure of Grantor to make any payment when due on the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Montgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling 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 Related Occuments.

Breaches 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, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency taws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business).

Forecipsure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency spaints the fleat Estate. However, this subsection shall not apply in the event of a good faith dispute by Grantor 4s to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture 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 Cloric Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Laide, that is not remedied within any grace period provided therein, including without limitation any agreement containing any indebtedness or other obligation of Grantor to Lender, whether now or hereafter existing.

Events Affecting Guerrator. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent.

RIGHTS 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 or the following rights and remedies in addition to any other rights or remedies provided by law:

Accelerate indebtedness, Lender shill have the right at its option without notice to Grantor to declars the entire indebtedness immediately due and payable including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Real Estate and collect the Rents, including amounts past due and unpuld, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Real Estate to make payments of rent or user fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorne; in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and pulcet the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the cligations for which the payments are made, whether or not any proper grounds for the demand existed. Linder may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lendershall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Real Estate, while the power to protect and preserve the Real Estate, to operate the Real Estate precoding toreclosure or sale, and to collect the Renta from the Real Estate and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Real Estate exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Sudicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Real Estate.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the indebte ness 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 available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Real Estate 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 Real Estate.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compilance 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.

Attorneys' 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 attorney's 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 protection 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 Note rate. Expenses covered by this paragraph include, without limitation, Lender's atterneys' fees and Lender's logal expenses whether or not there is a lewest, including atterneys' fees for beniruptay 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 foreclosure reports), surveyors'reports, and appraisal fees, and little insurance. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTIGER PARTIES. Any notice under this Morigage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or. It mailed, shall be deemed effective when Gepoelted in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Morigage. Any party may oftenge he address for notices under this Morigage 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 Morigage shall be sent to Lender's address, as shown near the beginning of this Morigage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's ourrent address.

MISCELLANEOUS PROYISIONS. The following miscellaneous provisions are a part of this Morigage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters sel 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 party or parties sought to be charged or bound by the party or parties.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Minole. This Mortgage shak be governed by and construed in accordance with the laws of the State of Minols.

Caption Headings. Caption heatings in this Morigage 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 maker of the interest or estate created by this Mortgage with any other interest or estate in the Peal Estate at any time and by or for the benefit of Londer in any capacity, without the written coreant of Lander.

Multiple Parties. All obligations of Gran'or under this Mortgage shall be joint and several, and all references of Grantor shall mean each and every Grantor. This means that each of the parcess signing below is responsible for all obligations in this Mortgage.

Right to Prepay: Grantor agrees that all loan feer and other prepaid finance charges are earned fully as of the date of the loan and will not be stubject to refund upon early payment (whether voluntary or as a result of detault), except as otherwise required by law. Except for the foregoing, Grantor may repay without penalty all or a portion of the amount owed earlier than its due date. Letty payments will not, unless agreed to by Lender in writing, relieve Grantor of Grantor's obligation to continue to make payments under the payment schedule.

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

Budgessors and Assigns. Subject to the limitations stated in this North as on transfer of Grantor's Interest, this Mortgage shall be binding upon and lours to the benefit of the carries, their successors and assigns. If ownership of the Real Estate becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the visibledness by way of forbestance or extension without releasing Grantor from the obligations of this Mortgage or Mability under the indebtedness.

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

Walver of Homestead Exemption.Granfor hereby releases and walves ell rights and ben'dis of the homestead exemption taws of the State of Minois as to all indebtedness ascured by this Morigage.

Watvers and Consents, Lender shall not be deemed to have walved any rights under this Mortgage (or under the Related 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 Lender, 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 subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. **GRANTOR: GRANTOR:** Vincent J/ Qampagna Charles A. Greenstein prepared by: This Mortgage 6401 N. Lincoln Avenue Lincolnwood, Illinois 60645 **ACKNOWLEDGMENT** STATE OF ILLINOIS COUNTY OF COOK I, Alan D. Weel a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Vincent J. Campagna, Divurced and not since remarried who is personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Mortgage as his free and voluntary act, for the uses and purposus therein set forth. Given under my hand and Notarial Seal this OLST 37711736 Sch. ALAN D. WEEL est, State of imposs Notary & blic Notarial Seal t in Expired 12-15-38

Proberty or Cook County Clerk's Office