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RECORDATION REQUESTED

LaSalie Bank, FSB 4747 W. Irving Park Ro Chicago, IL 60541

WHEN RECORDED MAIL TO

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

SEND TAX NOTICES TO:

VINKO RAMIC PARI MARIA RAMIC 1429 TALCOTT ROAD PARK RIDGE, IL 60058

96121147

\$37.50 DEPT-01 RECORDING T40014 TRAN 2030 02/14/96 14:51:00

\$3423 \$ RO =-96-121147

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

posif

This Mortgage prepared by:

LASALLE BANK, FSB 4747 W. IP WIG PARK ROAD CHICAGO, IL 60641

98121147

#### MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 10, 1996, between VINKO RAMIC and MARIA RAMIC, HIS WIFE, AS JOINT TENANTS, whose address is 1429 TALCOTT ROAD, PARK RIDGE, IL 60068 (referred to below as "Grantor"); and LaSalle Bank, FSB, whose address is 4747 W. Irving Park Road, Chicago, IL. 60641 (referred

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or to below as "Lender"). subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights cacluding stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the rest property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK county, State of Illinois (the "Real Property"):

LOTS 8 AND 9, AND THE NORTHEASTERLY 1/2 OF VACATED ALLEY LYING SOUTHWESTERLY AND ADJOINING SAID LOTS, IN BLOCK 14 IN HULBERT DEVONSHIRE TERRACE, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MA(23, 1924 IN BOOK 188 OF PLATS, PAGE 27, AS DOCUMENT NO. 8432592, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1429 TALCOTT ROAD, PARK RIDGE, IL 60068. The Real Property tax identification number is 09-35-312-008. and 09-35-312-009

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not the Personal Property and Rents. otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation ELIZABETH RAMIC and VINKO RAMIC.

The words "Credit Agreement" mean the revolving line of credit agreement dated Credit Agreement.

Property of Coot County Clerk's Office

# 96121147

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02--10--1996 Loan No 02--80-1334--7

(Continued)

February 10, 1996, between Lender and Burrower with a credit limit of \$8,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is February 10, 2003. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

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

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Guarantor. 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, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction in the Real Property.

Indebtedness. The word "Indebtedness" rugans all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lander 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. Specifically, without imitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lander may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Portgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower compiles with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance dwing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. 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 \$16,000.00.

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

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

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

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

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

Property or Coot County Clerk's Office

#### 02-10-1996 Loan No 02-804334-7

#### **UNOFFICIAL COPY** MORTGAGE

(Continued)

"Grant of Mortgage" section.

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

Rents. The word "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 PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMERANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Crar.or waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any of ler law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after lender's compensation of any foreclasure action, either indicipility or by exercise of a course of Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of

GRANTOR'S REPRESENTATIONS AND WANRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the L'roperty; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicative to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower)

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage. Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Granter shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granfor and Borrower agree 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.

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 reanings as set forth in the "threatened release," as used in this Mortgage, shall have the same reanings as set forth in the "comprehensive Environmental Response, Compensation, and Liability Act of 1950, as amended, 42 U.S.C. Section 9601, et seq., "CERCLA"), the Superfund Amendments and Heantonization Act of 1986, Pub. L. No. Section 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1967, a seq., the Resource 99–499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1967, a seq., the Resource 99–499 ("SARA") and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, conservation and Recovery Act, 42 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 "nazardous wrast" and "hazardous rules, or regulations adopted pursuant to any of the foregoing. The terms "nazardous wrast" and "hazardous and asbestos. Grantor represents and warrants to Lender that. (a) During the period of Grantor's ownership and asbestos. Grantor represents and warrants to Lender that. (a) During the period of Grantor's ownership and asbestos. Grantor has been no use, generation, manufacture, storage, treatment, disposal, release of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, and acknowledged by Lender in writing, (i) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those

Proposition of Coot County Clerk's Office

UNOFFICIAL COPY MORTGAGE

(Continued)

02-10-1996 Loan No 02-804334-7

agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not release or should have been known to Grantor. The provisions of this section of the Mortgage, 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 Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall 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 stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the stripping of or waste on or to the Property or any portion of the Property.

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 with require Grantor to make arrangements satisfactory to Lender to replace such improvements with

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to altend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the turns and conditions of this Mortgage. improvements of at least equal value. compliance with the terris and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and Compliance with Governmental Requirements. Grantor snail promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contast in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to during so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized, dender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

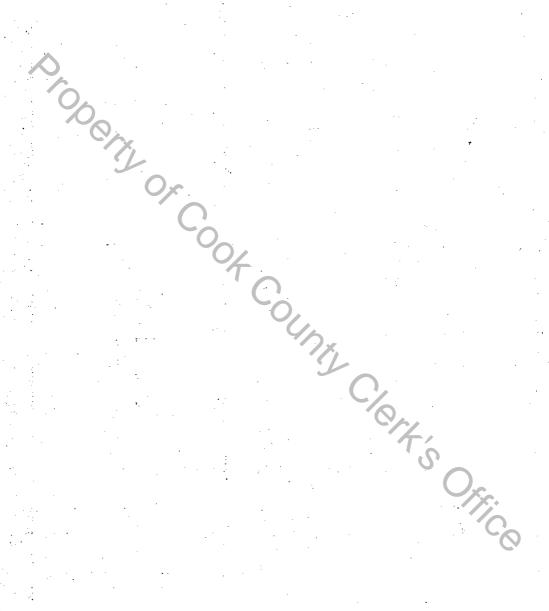
TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

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

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security requested by Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other satisfactory to Lender in an amount sufficient of a foreclosure or sale under the lien. In any contest, Grantor shall name Lender and shall satisfy any adverse judgment before enforcement against the Property.

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. Grantor 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 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



02-10-1996 Loan No 02-804334-7

(Continued)

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and improvements on the Real Property in an amount sufficient to avoid application of any coinsurance companies with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies with a standard mortgagee clause in favor of Lender. Grantor shall deliver to Lender certificates of and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of any insurance from each insurer containing a stipulation that coverage will not be cancelled or diminished without a coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a coverage in feet (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's attention of the failure to give such notice. Each insurance place will include an endorsement providing that the failure to give such notice. Each insurance place will not be impaired in any way by any act, omission or default of Grantor or any insulting of failure to give such notice. Each insurance place will not be concelled or diminished without a coverage will not be cancelled or diminished without a coverage will not be cancelled or diminished without a coverage will not be cancelled or diminished without a coverage will not be cancelled or diminished without a coverage will not be cancelled or diminished without a coverage will not

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not lender's security is impaired, Lender may, at its election, apply the proceeds to the Property. If indebtedness, payment of any lien affecting the Property, or the restoration and repair of repair or replace the damaged or 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 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 in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such destroyed interest of repair or restoration if receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to the property in the lender has not committed to the repair or restoration and repair or repair

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the Existing Indebtedness shall constitute compliance with the insurance requirement. If extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If extent compliance with the insurance become payable on lose, the crovisions in this Mortgage for division of any proceeds from the insurance become payable on lose, the crovisions in this Mortgage for division of proceeds shall apply only to that portion 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 Indebtedness in good standing as required below, or if any action or proceeding is obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is obligation to maintain that Lender expends in so shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so shall not be required from the Credit Agreement from the date incurred or paid by Lender to doing will be an action by Lender of the term of any applicable insurance policy or (i) the remaining term of the Credit agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's Agreement, or (c) be treated as a balloon payment of these amounts. The rights provided for in this paragraph maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph and the in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion or in the Existing Indebtedness section below or in any title insurance policy. It is forting the Property description or in the Real Property description or in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion or in the Existing Indebtedness section below or in any title insurance policy. It is a section below or in any title insurance policy. The Property description or in the Existing Indebtedness section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in any title insurance policy. It is a section below or in

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend to the Property against the lawful claims of all persons. In the event any action or proceeding is the title to the Property against the lawful claims of all persons. In the event any action or proceeding is the title to the Property against the lawful claims of all persons. In the event any action or proceeding, but Lender shall be 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 entitled to participate in the proceeding and to be represented in the proceeding as Lender may request choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request 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. Granter warrants that the Property and Granter's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

The following provisions concerning existing indebtedness (the "Existing EXISTING INDEBTEDNESS.

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02-10-1996 Loan No 02-804334-7

Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covanants 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. such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, other security agreement without the prior written consent of Lender. Grantor shall neither request nor accept extended, or renewed without the prior written consent of Lender. any future advances under any such security agreement without the prior written consent of Lender.

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

Proceedings. If pany 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 shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the rominal party in such proceeding, but Lender shall be entitled to participate in the proceeding by counsel of its own choice, and Grantor will deliver or proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or proceeding and to be represented in the proceeding by counsel of its own time to time to permit such 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 Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whalever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Crantor shall reimburse Lender for all taxes, as described below, together Lender's lien on the Real Property. Crantor 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 Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Wortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section and is is enacted 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 exercise any or all of its available remedies for an Event of Default as provided above in the Taxes and (a) pays the tax before it becomes delinquent, or (b) contests the lax 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 Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, 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 other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Property. In addition to recording this Mortgage in the real property record, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies of curoductions of this time and without further authorization from Grantor, file executed counterparts, copies of curoductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or Mortgage as a financing statement. Grantor shall assemble the Personal Property in a manner and continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and piaces as Lender may deem appropriate, any and all such mortgages, deeds of trust, and in such offices and piaces as Lender may deem appropriate, any and all such mortgages, deeds of trust, and in such offices and piaces as Lender may deem appropriate, continuation statements, instruments of further security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable assurance as the case of the sole opinion of Lender, be necessary or desirable assurance.

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

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Plents and the Personal Property. Grantor will pay, if set the permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, permitted by applicable law, any reasonable terminating or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) to reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or by reason of any settlement or comprise of any claim made by Lender with any any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any indicated in the purpose of claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of claimant (including without limitation Borrower), the Indebtedness shall be reinstated, as the case enforcement of this Morgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding (int) cancellation of this Mortgage 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 evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same evidencing 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: (a) Grantor commiss fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action of inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay layer death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for provided purposes.

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

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be

UCC Remedies. With respect to ail 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 Rents. Lender shall have the right, without notice to Granto to Borrower, to take possession of the Property and collect tine Rents, including amounts past due and unpaid, 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 above Lender's costs, against the Indebtedness. 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 Lender. If the Rents are collected other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected other user of the Property to make payments and to negotiate the same and collect the proceeds. received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. received in payments or other users to Lender in response to Lender's demand shall satisfy the obligations for Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for the demand existed. Lender may which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Morigagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foroclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this costing.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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O Loan No 02-804334-7 Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of

Waiver; 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 compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other 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 or Borrower to perform shall not affect Lender's right to declare a under this Mortgage after failure of Grantor or Borrower 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 attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the 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 rate provided for in the Credit Agreement. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for any anticipated post-personnent collection services, the cost of searching records, obtaining title reports any anticipated post-personnent collection services, and appraisal fees, and title insurance, to the extent (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent findly foreclosure reports. Borrower also will pay any court costs, in addition to all other sums provided by leave.

NOTICES TO GRANTOR AND OTHER FARTIES. 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 mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, mailed, shall be deemed effective when opposited in the United States mail first class, certified or registered mail, the postage of this Mortgage. Any party may change its postage of this Mortgage of the other parties, specifying that the postage of the other parties of the other parties of the other parties of the other parties of the

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

Amendments. This Mortgage, together with any Relater 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 sign of by the party or parties sought to be charged or housed by the alteration of amendment. 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 scrordance with the laws of the State of

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 Moltgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written

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

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 unenforceable as to any other persons or circumstances. If feasible, any such offending provision deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision deemed to be 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 inure to the benefit of the parties, their successors and assigns. It this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. It ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, ownership of the Property becomes vested in a person other than Grantor and the Indebtedness by way of the Property becomes vested in a person other than Grantor and the Indebtedness by way of the Property becomes vested in a person other than Grantor and the Indebtedness by way of the Property becomes vested in a person other than Grantor and the Indebtedness by way of the Indebtedness by way of the Property becomes vested in a person other than Grantor and Indebtedness by way of the Indebtednes

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

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

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the

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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 or Borrower, shall constitute a waiver of any of Lender is or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender in any instance shall not constitute 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: INDIVIDUAL ACKNOWLEDGMENT On this day before me, the undersigned Notary Public, personally appeared VINKO RAMIC and MARIA RAMIC, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. day of Cito Given under my hand and official seal this Residing at 8303 Dana in lie ic Notary Public in and for the State of SEAL " OFFICIAL DOWN 4 M. WEIR NOTARY PUBLIC STATE OF ILLINOIS My commission expires 7-29-96

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