RECORDATION REQUESTED BY:

River Forest State Bank and Trust Company 7727 W. Lake Street

River Forest, IL 60305

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WHEN RECORDED MAIL TO:

River Fcrest State Bank and Trust Company 7727 W. Lake Street River Forest, IL 60305

SEND TAX NOTICES TO:

Nathaniei Modon Jr. and langie Motton 17 Oak View Boar Matteson, IL 604/3

CEPT-01 RECORDING \$37.00 T20009 TRAN 1288 03/05/96 14:55:00 \$1982 \$ RH *** 74-172125

COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

> BCX 352 MAIL TO

This Mortgage prepared by:

River Forest State Bank and Truct Co. 7727 West Lake Street River Forest, IL 30305

MORTGAGE

U.L.M p M.

THIS MORTGAGE IS DATED MARCH 1, 1996, between Mathaplet Motton Jr. and Anglet Motton, his wife. whose address is 17 Oak Yiew Road, Matteson, IL 60000 professed to below as "Grantor"); and River Forest State Bank and Trust Company, whose address is 7727 W. Line Street, River Forest, it. 60305 (referred to below as "Lender").

SPANT OF MORTGAGE. For visigable consideration, Granter 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 subsequently erected or affixed buildings, improvements and fixtures, his assements, rights of way, and appurtenances; all water, water rights, watercourses and clitch rights (including stock in utilities with clitch or irrigation rights); and all other rights, royalties, and profits relating to the real properly, including without limitation all minerals, oil, gus, geothermal and similar matters, incated in Cook County, Forte of Illinois (the Real Property"):

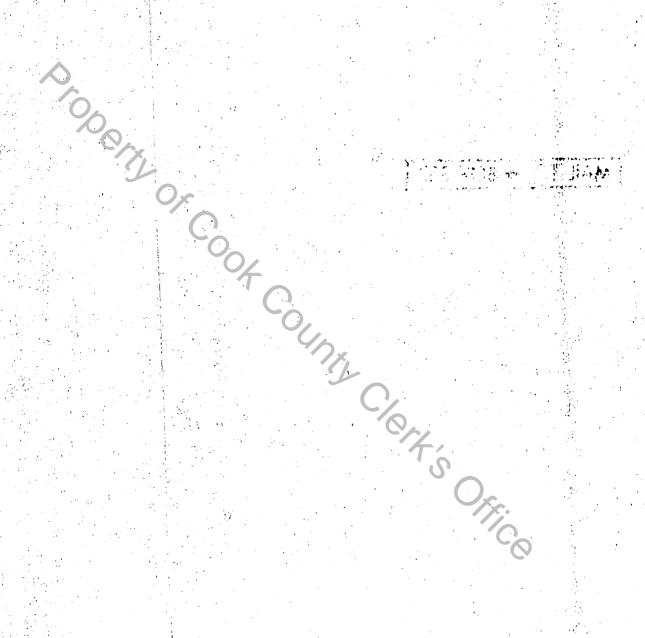
Lot 331 in Moodgate Green, Unit No. 5, being a subdivision of part of the Northeest 1/4 of Section 17 and part of the East 1/2 of the Northwest 1/4 of said section 17, Township 35 North, Range 13 Edd of the Third Principal Meridian, according to the Plat thereof October 13, 1972 as document no. 22023599, in Cook County, illinois

The Real Property or its address is commonly known as 17 Cak View Road, Matteson, IL 80443. The Real Property tax identification number is 31-17-204-017.

Grantor presently lissigns 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 inthe Personal Property and Pents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mongage 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.

Cracit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated March 1, 1996, between Lender and Grantor with a credit limit of \$23,000.00, together with all renewals of,



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extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is March 1, 2003. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 6.250% per annum. The interest rate to be applied to the cutstanding account balance shall be at a rate 6.000 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 25,000% 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 Nathaniel Motton Jr. and Angle Motton. The Grantor is the mortgagor under this Mortgage.

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 on the Real Property.

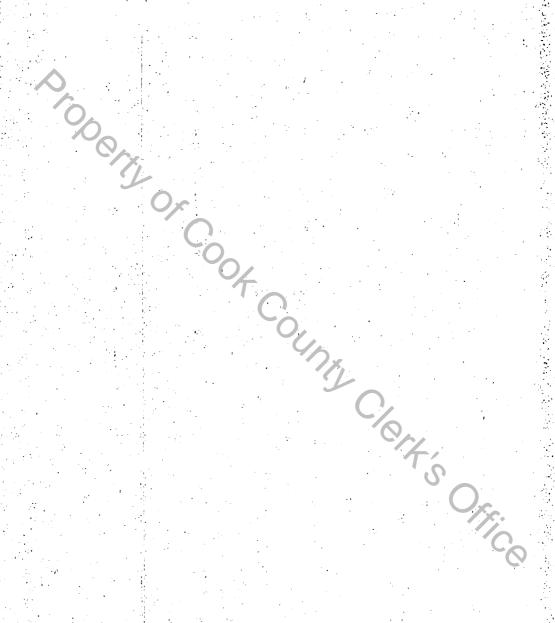
Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advance by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In add'uon to the Credit Agreement the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lisnder, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, whether voluntary or otherwise, whether due or not due absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise; and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebteuness may be or hereafter may become otherwise inenforceable. Specifically, without limitation, this Herigage secures a revolving line of credit and shall accure not only the amount which Lender has presently advanced to Grantor under the Gradit Agreement but also any future amounts which Lender may advance to Grantor under the Credit Agreement within we my (20) years from the date of this Mortgage to the same extern as if such future stivance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including tinance charges on such balance at a fix o or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and e.v 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 Lander 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 \$69,000.00.

Lender. The word "Lender" means River Forest State Bank and Trust Company, its successors and assigns. The Lender is the mongage under this Mongage.

Morigage. 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 retunds at pramiums) from any sale or other disposition of the Property.

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



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

Related Occuments. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, 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 (2) 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 SUBSECUENT LIERS AND ENCUMBRANCES, INCLUDING STAUTORY LIERS, 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:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage; Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granter agrees that Grantor's possession and use of the Property shall be governed by the folluming provisions:

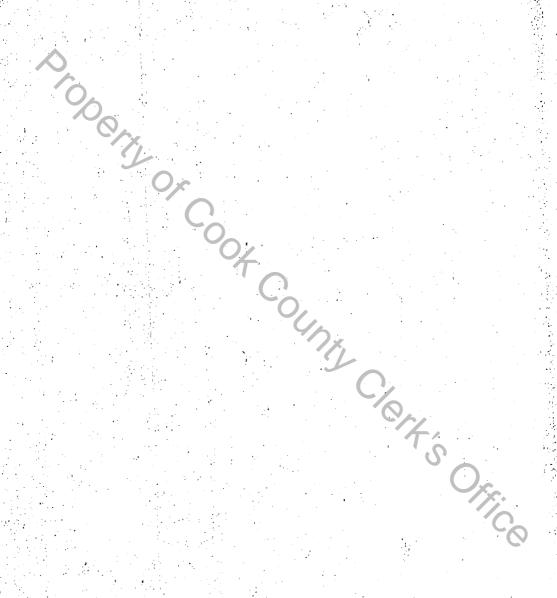
Possession and Usc. Until in details Grantor may remain in possession and control of and operate and manage the Property and collect the Relats from the Property.

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

puty to Maintein. Grantor shall maintain by Puperty in renanative condition and promptly perform all replaits, replacements, and maintenance necessary to preserve its value.

Hazardous Substances: The terms "nazardous waste," "hazardous substances," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Responsa, Compensation, and Liability Action 1980, as amended, 42 U.S.C. Section 3601, et seq., "CERCIA"), the Superfund Americans and Readhorization Act of 1986, Pub. L. No. 99–499 ("SARA"), the Hazardous Materials Transportation Act 49 U.S.C. Section 1801, et seq., the Resource 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 waste" and "hazardous substance" shall also include, without limitation, petroleum and per ocum by-products or any fraction thereof and ashestos. Grantor represents and warrants to Lender that: (a) During this period of Grantor's ownership of the Property, there has been no use, generation, manufacture, sociage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person of interest previously disposed to and acknowledged by Lender in writing. (f) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on under, about or from the Property by any person relating to such matters; and "(c) except as previously disclose) to and acknowledged by Lender in writing, (f) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release and interesting the property in writing, (f) neither Grantor nor any tenant, contractor, agent or other authorized user of substance on, under, about or from the Property and (fi) any such activity shall be conducted in co agrees to indemnify and hold harmless Lender against any and all cialms, 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 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 irrecipsure or otherwise. the Property, whether by foreclosure or otherwise.

Nutrance, Wasts. 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 toregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.



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> Removal of knorovements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with Improvements of at least equal value.

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

Correliance with Governmental Requirements. Grantor shall 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 contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion. Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest. protect Lender's interest.

Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acrs. in addition to those acrs set forth 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 - COMSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Morgrige upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or an, interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether logal, 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 cr to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Gramp is a corporation, parinership or limited liability company, transfer also includes any change in ownership of more than eventy-five percent (25%) on 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 even a prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or or account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lander under this Mortoage, 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.

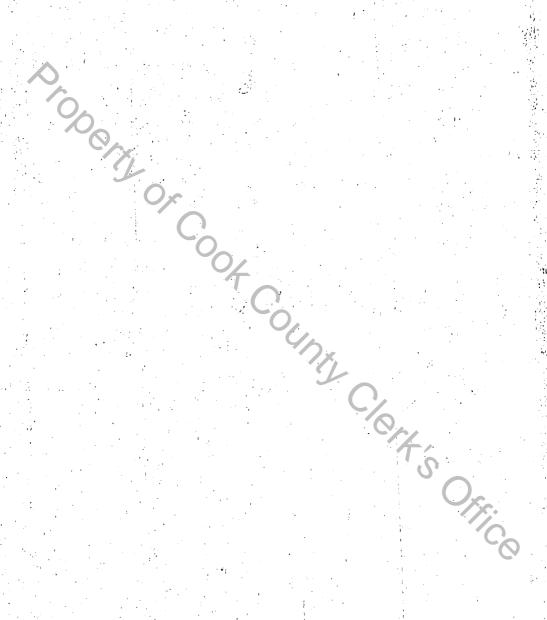
Right To Contest. Grantor may withhold payment of any tax, assess to percialm in connection with a good tain dispute over the obligation to pay, so long as Lender's interest in the property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within lifteen (15) days after Grantor has notice of the filling secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient comporate curely bond or other accurity sanisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall natisfy any adverse judgment before enforcement, grainst the Property. Grantor shall name Lender as an additional obligee under any surety bond furnithed in the contest propertings. proceedings.

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 of such improvements.

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 with a standard mortgagee clause in favor 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 Lander 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. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor of any



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MORTGAGE

(Continued)

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other person. Should the Real Property 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 by Lender and is 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 less.

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 Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. 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 is not in default hereunder. Any proceeds which have not been dispursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, 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 paid to Grantor.

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 below is in effect, compliance with the insurance provisions under this Montgage, to the extent compliance with the terms of this Montgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Montgage for division of proceeds shall apply only to that position of the proceeds not payable to the holder of the Existing indebtedness.

EXPENDITURES BY LENDER. If Grantor falls 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 commenced that would materially affect Lender's interests in the Property, issider on Grantor's behalf may, but shall not be required to, take any action that Lender's interests in the Property, issider on Grantor's behalf may, but shall not be required to, take any action that Lender's object. Any any action of paid by Lender to the date of repayment by Grantor. All such expanses at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be appointed a smong and be payable with any installment payments to become due during either (i) the term of any applicable in strence policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which and be due and payable at the Gradit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph 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 Lender shall not be construed as curing the durault 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 Mongage.

Title. Grantor warrants that: (a) Grantor holds good and marketable (its of record to the Property in fce simple, free and clear of all liens and encumbrances other than those set for him the Real Property description or in the Existing Indebtedness section below of the annual little Insurance policy, the report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Detense of Title. Subject to the exception in the paragraph above, Grantor warrants a d-will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage. Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counse of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

FXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing indebtedness") are a part of this Mortgage.

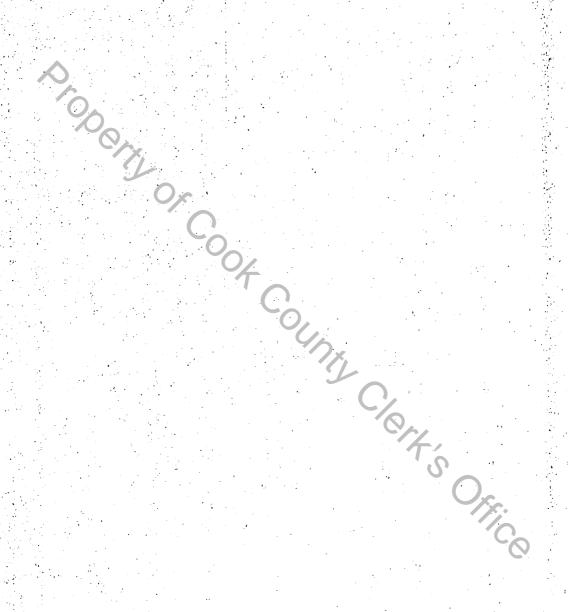
Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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, extended, or recewed without the prior written consent of Lender. Grantor shall neither request nor accept 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.

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(Continued)

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or 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, expanses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Crantor may be the numinal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel 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.

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 Texes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lie: 01 the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mongage or upon 21 or any part of the Indebtedness secured by this Mongage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mongage; (c) a tax on this type of Mongage 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 Grantor.

Subsequent Taxes. If any are which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the seme effect as an Event of Default (as defined below), and Lender may exercise any or all of its available rune ties for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes the tax as provided above in the Taxes and Liens section and deposits with Lender cath or a sufficient corporate surety band or other security satisfactory

SECURITY AGREEMENT, FINANCING STATEN, MTS. 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 sets I are deribled have all of the rights of a secured party under the Uniform Commercial Code as amended from time or time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to partect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Granton file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Crantor shall reinteres Lender to: all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it a variable to Lender within three (3) days after receipt of written damand from Lender.

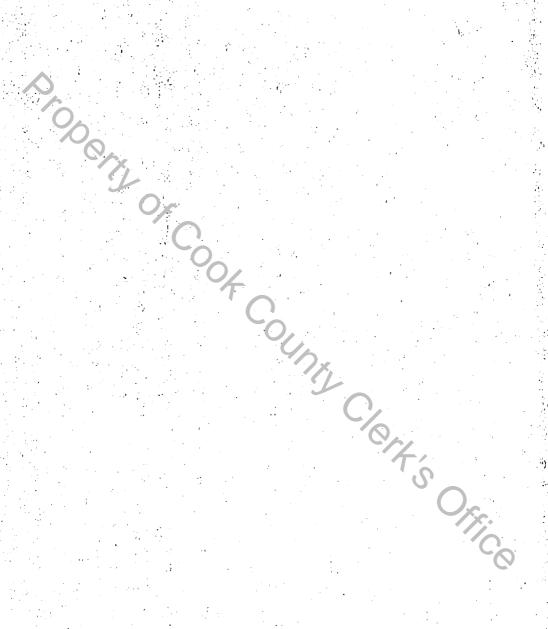
Addresses. The mailing addresses of Grantor (debtor) and Lender (soci red party), from which information concerning the security interest granted by the Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

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, Grantur 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 places as Lender may deem appropriate, any and all such mortgages, deeds of trust, 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 in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Palated Documents, and (b) the lians and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do 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, the filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor 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 Sentence of termination of any financing the Performance of t statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If,



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however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indeptedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Montgage and this Montgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Montgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Montgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits 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 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 or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, fallure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, cleation 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 prohibited purposes.

RIGHTS AND REMEDIES 2/3 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 Grantor to declare the entire Indebtedness immediate value and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Hents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Hents, including amounts past die and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In untherance of this right, Lender may require any tenant or other user of the Property to make payments of rent (finite lees directly to Lender if the Rents are collected by Lender, then Grantor irrevocably designates feeder as Grantor's another-in-fact to endorse instruments received in payment thereof in the name of Grants and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response for Jender's demand shall satisfy the obligations for which the payments are made, whether or not any procei grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, or agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all crany 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 receiver ip, against the indebtedness. The mortgages 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 indebtedness by a substantial amount. Environment by Lender's shall not obtained a person from serving as a receiver.

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

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

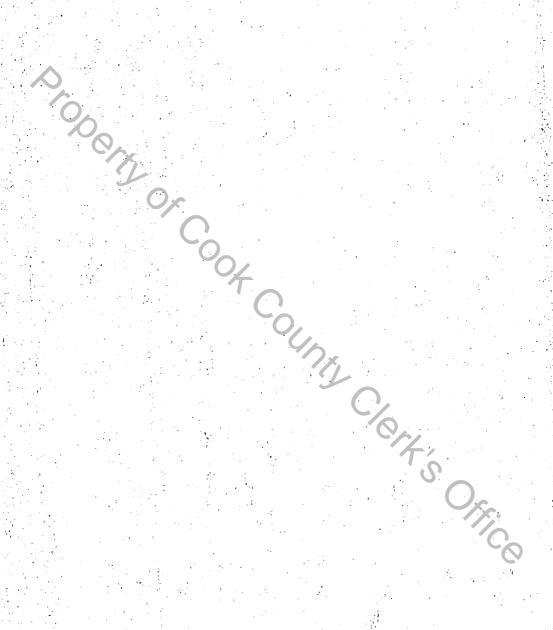
Other Remodies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Properly. To the extent permitted by applicable law, Grantor hereby walves any and all right to have the properly 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.

Hotice 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 the sale or disposition.

Walver; Election of Remadies. 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 remedy, and an election to make expanditures 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 attorneys'



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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 attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for pankruptcy 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 title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be be sent by telefacsimilie, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage precald of rected to the addresses shown near the beginning of this Mortgage. Any party may change its address for notice under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All capies of notices of foreclosure from the holder of any lien which has prior ty over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

CELLANEOUS PROVEDONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Montrage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Montgage. No alteration of or amendment to this Montgage shall be effective unless given in whiting and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Morigage transfer delivered to Lander and accepted by Lender, in the State of Minois. This Mortgage shall be governed by and construed in accordance with the laws of the State of

Caption Headings. Caption headings in this Mongage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mongage.

Merger. There shall be no merger of the interes, or estate created by this Mortgage 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 consent of Lender.

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

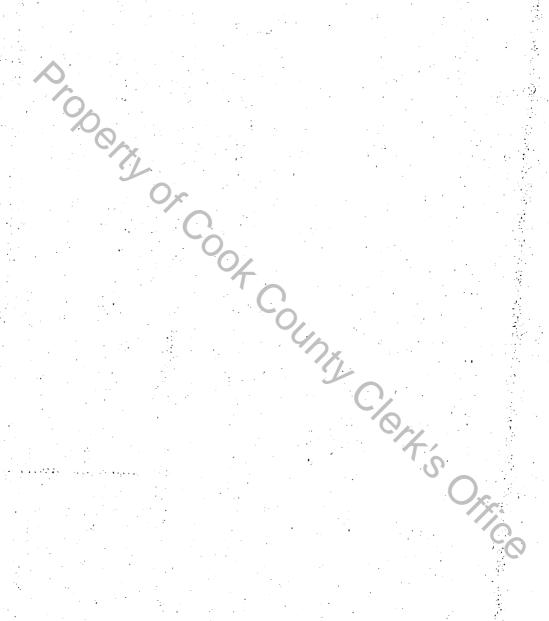
Severability. If a court of competent furisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this portgage in all other respects shall ain 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. If ownership of the Property 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 Property becomes by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage on liability under the indebtedness.

Time to 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 part of Lender in exercising any right shall onerate 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 argument of such consent by Lender in any instance shall not constitute continuing consent to subsequent. the graming of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.



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

GRANTOR:

x Mother Male	1				
Nathaniei Motton Jr.		•			
* Consid L1	Netter				
Angle Motion 14.	M				
	INDIVIDU	JAL ACKNOW	LEDGMENT		
100	<i>Y</i>				
STATE OF	noe()				
COUNTY OF	oh.) 89			
On this day before me, the Motton, to me known to be they signed the Mortgage a	e the individuals des	scribed in and wh	to executed the	Mortgage, and	acknowledged that
Given under my hand and	official seal this	the conver	March	1926	
By Millerine	a-Marsile	verecci e e Real	day at		
Notary Public in and for ti	e Stelle of 1	Plases			
My commission expires _		2000		PEFICIAL SE	· · · · · · · · · · · · · · · · · · ·
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