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RIS BANK GLENCOK-NONTHBROOK N.A. 11, 60022 0 (Lender)

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 - COOK COUNTY RECORDER

MORTGAGE

ROTINALIO JAMES J. O'SULLIVAN SHARON O'SULLIVAN

BORROWER. JAKES J. O'SULLIVAN JR. SHARON O'SULLIVAN

ADDRESS

874 HILL ROAD JI ,ANTENNIN 60G93

TELEPHONE NO.

708-446-1592

IDENTIFICATION 110.

331-28-5493

ADDRESS

TELEPHONE NO.

778-446-1592

IDENTIFICATION NO.

1. GRANT. For good and valuable consideration, Granton hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all luture and present improvements and lixtures; privilege Characteristics, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, diffich, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property")

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	Clotomer Number	LCAN NUMBER	
VARIABLE	\$430,000.00	02/02/96	02/02/16	O,	Permise to the second s	ongo ju ș
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all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);

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

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for ... purposes. PERSONAL

4. FUTURE ADVANCES. [X] This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the

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

CONSTRUCTION PURPOSES. If checked, this Mortgage secures an indebtedness for construction purposes.
 REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender

that:

M. J.

(e) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances or any other substance, material, or waste which is or becomes requisted by any governmental authority including, but not limited to, (i) petroleum; (ii) triable or nontriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and defined as a "hazardous substances pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Lie bility Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of taw, contract of other agreement which may be rinding on Grantor at any time;

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

- (e) Grantor has not violated and sixil not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially effect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- e. TRANSFERS OF THE PROPERTY On PENEFICIAL INTERESTS IN BORROWERS. On sals or transfer to any person without the prior written approval of Lander of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Burrower or Grantor (it Borrower or Grantor it) not a nutural person or persons but is a corporation, partnership, trust, or climit legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and parable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, inless otherwise prohibited by tederal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide and or written notice of its interest in the Property to any unit a party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTA. Granfor shall not take or lall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Granfor, without Lender's prior written consent, shall not; (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) sasign or allow a lien, security interest or other encumbrance to be placed them Granfor's rights, this shall interest in and to any Agreement or the amounts payable thereunder; or (d) terminate the consent except for the nonpayment of any sum or other material breach by the other party thereto. If Granfor receives at any time any written communication asserting a default by Granfor under an Agreement or purporting to terminate or cancel any Agreement. Granfor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to "Lender,"
- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to actify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental subjects and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively indebtedness) whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness cowing to Grantor from these throughout parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collectance or otherwise settle any of the indebtedness whether or not an event of default exists under this Agraement. Lander shall not be liable to Grantor for any action, error, mistake, omission or delay persaining to the actions described in this paragraph or any damages resulting therefrom.
 - 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

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And the transfer of the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies are altered or instrance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Brantor or any other person shall affect the right of Lender to be paid the insurance proceeds that no act or omission of Brantor or any other person shall affect the right of Lender to be paid the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender, in the event Grantor falls to acquire or maintain insurance. Lender requires the insurance proceeds to be paid to Lender, in the event Grantor falls to acquire or maintain insurance. Lender Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as altomay-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of ices. Each insurance company is directed to make payments directly to Lender Instead of to Lender and Grantor. Lender shall have the right, at its sole ontion, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obliga

15. ZONING ANO PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandor of without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Control shall immediately provide Lender with written notice of any actual or threatened condemnation or aminem domain proceeding pertaining to the Property. All monles payable to Grantor from such condemnation or taking are hereby resigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminant domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE CA DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lander with written notice of any actual or threatens, action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any clarifier controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, cinission or clary pertaining to the actions described in this paragraph or any damages resulting thereform. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and as act, ender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume on he responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including atterneys' fees and logs) expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Propeny (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall him legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewith in the alternative, Lender shall be entitled to employ its cwn legal counsel to defend such Claims at Grantor's cost. Glantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments, relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twe?(in (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lander. So long as there is not default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the lunds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date.

- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purcases. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form agtisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information turnished by Grantor to Lander shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely
- 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) falls to pay any Obligation to Lender when due;
(b) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

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

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

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

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

(a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding "bligations with or without resorting to judicial process;
(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
(f) to foreclose this Martonne.

(f) to foreclose this Mortgage;
(g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies; instruments, and deposit accounts maintained with Lender; and (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- 24, WAIVER OF HOMESTERD AND OTHER RIGHTS. Grantor hereby waives all homestead or other examptions to which Grantor would otherwise be antitled under any applicable law.
- 28. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation.
- 26. APPLICATION OF FORECLOSURE (ROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs of the sale or in connection with securing proserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by lay.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY ENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' feet, and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28, APPLICATION OF PAYMENTS. All payments made by or on be tall of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remaining a payment of the remaining obligations in whatever order Lender chooses.
- 28. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In artickion, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this inflortgage. Lender's performance of such action or execution of such documents shall not release Grantor from any Obligation or cure any default under this Mongage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
 - 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security Intersets or other encumbrances have been released of record.
 - 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
 - 32. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
 - 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lander's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
 - 34, SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

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35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mall, postage prepaid, shall be deemed given three (3) bays after such notice is sent and on any other such notice shall be deemed given when received by the person to whom fauch notice is being given.

36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. AGRICULTUS Consents to the jurisdiction and venue of any court located in such state.

38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor tiereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

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39. ADDITIONAL TERMS.
Unless Borrower and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

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GRANTORGAMES J. O		GRANTOR: SHARON		ortgage,
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GRANTOR:	al Markey - Apparent was resident and a part of the second by the Second second a brigger by second	GRANTOR:		961
			0	79:

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County of 188.	County of
the indersign a noter	The foregoing instrument was acknowledged before mo
public in and for said County, in the State aforesaid, DO, HEREBY CERTIFY that TIME TO STATE aforesaid, DO, Detronally known to me to be the same person S	Д
personally known to me to be the same person. Swhose name subscribed to the foregoing	86
instrument, appeared before me this day in person and	
sected and delivered the said instrument as signed, sected and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.	on behalf of the
Given under the hand and opiticies seal, this	Given under my hand and official seal, this
AM Necky and following the second	
Cominission experience Public, Fare of Illinois	Notary Public Commission expires:
Ji My Commission B. Sics 09/25/99 3	·

SCHEDULE A

The street address of the Property (# applicate) 12:874 HILL ROAD 11NMETRA, IL 60093

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Permanent Index No.(e): 05-29-202-005-0000

The legal description of the Property is:

A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE MORTHEAST CORMED OF THE MORTHMEST 1/4 OF THE MORTHMEST 1/4; THENCE SOUTH 409.9 FEET ALONG THE EASTERLY LINE OF SAID MORTHMEST 1/4 OF THE MORTHMEST 1/4; THENCE WEST 170 FIRT; THENCE MORTHMEST 1/4 AND PARALLEL WITH THE FAST LINE OF SAID MORTHWEST 1/4 OF THE MORTHMEST 1/4; THENCE EASTERLY 170 FEET ALONG THE MORTHMEST 1/4 OF THE MORTHMEST 1/4; THENCE EASTERLY 170 FEET ALONG THE MORTHMEST 1/4 OF THE MORTHMEST 1/4 TO PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

SCHEDULE B

This instrument was prepared by: DANA INGLESE

After recording return to Lender.

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Page 9 of 8 Initials