RECORDATION REQUESTED BY:

First American Bank 1812 West Jefferson Street Jollet, IL 60435

WHEN RECORDED MAIL TO:

O > First American Bank 1812 West Jefferson Street Jollet, IL 60435

SEND TAX NOTICES TO:

Morine bna Mollohan Mark Mo Mollohan 17633 Oakwood Del Tinley Park, IL 60477

96299989

DEPT-01 RECORDING T#0012 TRAN 0245 04/22/96 \$1958 \$ CG #-96-2 COOK COUNTY RECORDER

FOR RECORDER'S US

This Mortgage prepared by:

First Amurican Bank 1812 W. Jefferson St. Jollet, IL 80435

K.

MORTGAGE

THIS MORTGAGE IS DATED APRIL 15, 1996, between Mark Moliohan and Norine K. Moliohan, h joint tenants, whose address is 17633 Oakwood Drive, Tinley Park, IL 60477 (referred to below as and First American Bank, whose address is 1812 Visst Jefferson Street, Jollet, IL 60435 (referre

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to of Grantor's right, title, and interest in and to the following described real property, together with all as "Lender"). subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of appurtenances; all water, water rights, watercourses and ditter rights (including stock in utilities irrigation rights); and all other rights, royalties, and profits relating to the real property, including with all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois Property"):

LOT 388 IN TIMBERS EDGE UNIT 118, BEING A SUBDIVISION OF PART OF THE NORTH SECTION 34, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL A

The Real Property or its address is commonly known as 17633 Oakwood Drive, Tinley Park, The Real Property tax identification number is 27-34-206-035-0000.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgo the Personal Property and Rents. otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Unifo Code. All references to dollar amounts shall mean amounts in lawful money of the United States of

Existing Indebtednoss. The words "Existing Indebtedness" mean the Indebtedness describe Existing indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Mark Mollohan and Norine K. Mollohan. The Grantor BOX 333-1 under this Mortgage.

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MORTGAGE (Continued)

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and an amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mcrtgage, together with interest on such amounts as provided in 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 the note amount of \$14,000.00.

Note. The word "Note" means the promissory note or credit agreement dated April 15, 1996, in the original principal amount of \$14,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.250%. The maturity date of this Mortgage is April 15, 1999. The Note is payable in 36 monthly payments of \$440.33. The

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 of such property; and together with all proceeds (including without limitation all insurance proceeds and replacements) 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 F. operty" mean the property, interests and rights described above in the "Grant of Mortgage" section.

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. THIS MORTGAGE IS GIVEN

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

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor arress that Grantor's possession and use of

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

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

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without introduce the generality of the finding oil and gas), soil, gravel or rock products without the prior written consent of Larder, minerals

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

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 material furnished to the Property free of all liens having priority over or equal to the interest of the under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing

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MORTGAGE (Continued)

Page.

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 under this Mortgage:

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default")

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at

Compliance Default. Fallure of Grantor to comply with any other term, obligation, coveriant, or condition contained in this Mortgage, the Note, or in any other agreement between Grantor and Lender.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Existing Indebt oness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indehtedness or any Guarantor dies or becomes incompatent or revokes or disputes the validity of or liability. indebtedness or any Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness. Lender, any Guarantor of the indebtedness. Lender, at its option, may, but shall not be required to, permit the satisfactory to Lender, and, in doing so, cure the Event of Default.

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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remodies. 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 Gode.

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

Deficiency Judgment. If permitted by applicable law, Lender natiobtain 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 section.

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

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lunder in pursuing such

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

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 accordance with the laws of the State of

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

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR: Mark Mollohan Norine K. Molichan INDIVIDUAL ACKNOWLEDGMENT OFFICIAL STAT PATRICIA A MAKIEVER NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JUNE 10,1998 COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Mark Moliohan and Norine K. Mollohan, 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 voluntitry act and deed, for the usos and purposes therein Given under my hand and official seal this 15 TH day of Residing at JOLIET. My commission expires JUNE 10, 1998

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