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UNOFFICIAL COPY

RECORDATION REQUESTED BY:

LASALLE BANK NI 3201 N ASHLAND AVENUE CHICAGO, IL 60657

WHEN RECORDED MAIL TO:

LASALLE BANK NI 3201 N ASHLAND AVENUE

CHICAGO, IL 60657

SEND TAX NOTICES TO:

GEORGE KNORFS and CHRISTINE

KNORPS 2 STEEPLECHASE LANE NORTHFIELD, IL 6009

\$39.50 .R DEPT-01 RECORDING Te0010 TRAN 4718 04/25/96 11:00:00 12393 1 CJ #-96-310598 COOK COUNTY RECORDER

96310598

-Tabbit-01 RECURDING -Tabbit-01 RAN & 18 04/25/96 11:00: 2393 A C 7 7 95 - 3 105 COOK COUNTY RECURDER

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

LASALLE BANK NI 1200 SHER MEH ROAD NORTHBROOK, ILLINOIS 80082

MORTGAGE

THIS MORTGAGE IS DATED APRIL 5, 1996, between GEORGE KNORPS and CHRISTINE KNORPS, NOT AS JOINT TENANTS, NOR AS TENANTS IN COMMON, BUT AS TENANTS BY THE ENTIRETY, whose address is 2 STEEPLECHASE LANE, NORTHFIELD, IL 60093 (referred to below as "Grantor"); and LASALLE BANK NI, whose address is 3201 N ASHLAND AVENUE, CHICAGO, IL 60927 (referred to below as "Lender").

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 subsequently erected or affixed buildings, improvements and fixturary all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 2 STEEPLE CHASE, NORTHFIELD, IL 60093. The Real Property tax Identification number is 04-14-407-014.

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.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated April 5, 1996, between Lender and Grantor with a credit limit of \$200,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. maturity date of this Mortgage is April 5, 2001. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.250% per annum. The Credit Agreement has tiered rates and the rate that applies to Grantor depends on Grantor's outstanding account balance. The

04-05-1996 Loan No 203-1526953

MORTGAGE (Continued)

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interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index for balances of \$100,000.00 and under and at a rate equal to the index for balances of \$100,000.01 and above, 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 GEORGE KNORPS and CHRISTINE KNORPS. 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, dixtures, 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 advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage 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 Grantor so long as Grantor compiles with all the terms of the Credit Agreement and Related Documents. Such payances may be made, repaid, and remade from time to time, subject to the limitation that the total outsignding balance owing 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 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, pot including sums advanced to

Lender. The word "Lender" means LASALLE BANK NI, 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 "Grant of Mortgage" section.

Related Documents. 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

96310598

TICOR TITLE INSURANCE COMPANY

Commitment No.: SC333105

SCHEDULE A - CONTINUED

EXHIBIT A - LEGAL DESCRIPTION

PARCEL I:

THE NORTH 102.5 FEET OF THE SOUTH 381.15 FEET OF THE EAST 398.30 FEET OF LOT 24 (EXCEPT THE SUST 33 FEET THEREOF) OF COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 MORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS

PARCEL II:

EASEMENT FOR THE BENEFIT OF PARCEL I AFORESAID AS CREATED BY DEED DATED MARCH 1, 1966 AND RECORDED MAY 4, 1966 AS DOCUMENT NUMBER 19,816,772 FROM FAY S. TIDEMAN AND HUSBAND TO FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 30, 1965 AND KNOWN AS TRUST NUMBER R-1180 FOR ROADWAY INGRESS AND EGRESS OVER AND UPON THE WEST 324 FEET OF THE EAST 357 FEET OF THE NORTH 15 FEET OF THE SOUTH 396.15 FEET OF LOT 24 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

NE, N.
7-014

END OF SCHEDULE A COMMON ADDRESS: 2 STEEPLECHASE LANE, NORTHFIELD, ILLINOIS 60093

PERMANENT INDEX NUMBER: 04-14-407-014

Property of Cook County Clark's Office

(Continued)

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 ENCUMBRANCES, 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:

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

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

Possession and Uce. 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. Greator shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and Comprehensive Environmental Response, Compensation, and Liability, and the Section 9601 et seq. ("CERCLA"), in Superfund Amendments and Reauthorization Act of 1980, as amended, 42 U.S.C. Section 9601, and the Hazardous Materiais Transportation Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Rederial laws, or regulations adopted pursuant to ray of the foregoing. The terms "hazardous waste" and "hazardous waste" and warrier's of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or the person on knowledge of, or reason to believe that there has been, except as perviously disclosed to release, or threatened release of any hazardous waste or substance on, under, about or from the Property, and acknowledged by Lender in writing. (I) any use, Generation, manufacture, storage, treatment, disposal, any prior owners or occupants of the Property or (I) any actual or threatened release or any hazardous waste or substance on, under, about or from the Property and acknowledged by Lender in writing. (I) any use, Generation, manufacture, storage, treatment, disposal, any prior owners or occupants of the Property or (I) any actual or threatened release or any hazardous waste or substance on, under, about or from the Property or (I) any actual or threatened property by any person relating to such matters; and (c) Except as perviously disclosed to acknowledged by any actual or from the Property or (I) any actual or threatened release or substance on, applicable federal, state, and local laws, regulations and ordinances, including whose limitation those laws, Property to make such inspection

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 foregoing, 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.

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 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 attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance 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

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Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compilance 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.

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 forth above in this section, which from the character and use of the Property are resembly paragraphy to protect and presents the Property are resembly paragraphy to protect and presents the Property. 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 (rester 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 ir cerests, 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

Payment. Grantor shall pay when the late (and in all events prior to delinquency) all taxes, payroil taxes, special taxes, assessments, water charges and sower 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 and shall pay when due all claims for work done on or for services rendered or material furnished to the 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 tlens having priority over or equal to the interest of Property. Grantor shall maintain the Property free of all tlens having priority over or equal to the interest of Property. Grantor shall maintain the Property free of all tlens having priority over or equal to the interest of Property. Grantor shall maintain the Property free of all tlens having priority over or equal to the interest of Property. Grantor shall maintain the Property free of all tlens having priority over or equal to the interest of Property. Grantor shall maintain the Property free of all tlens having priority over or equal to the interest of Property. Grantor shall maintain the Property free of all tlens having priority over or equal to the interest of Property. Grantor shall maintain the Property free of all tlens having priority over or equal to the interest of Property.

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 noice of the filing, secure the discharge of the lien, or if a lien is filed, within fifteen (15) days after Grantor has noice of the filing, secure the discharge of the lien or other security requested by Lender, deposit with Lender cash or a sufficient corporate surety bond 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 charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest 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 government; 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, materials any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materials. Grantor will upon request 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 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 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 liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that liability for failure to give such notice. Each insurance poli

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not the property 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.

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(Continued)

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 disbursed within 180 days after their grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their grantor in default 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 pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if Lender holds any proceeds after any, shall be applied to the principal balance of the indebtedress. If Lender holds any proceeds after payment in full of the indebtedress, 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 Existing indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the existing indebtedness shall constitute compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If extent compliance with the terms of this Mortgage would constitute a duplication of insurance provisions in this Mortgage for division of any proceeds from the insurance become payable on loss, the provisions in this Mortgage of the Existing proceeds shall apply only to that portion 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, Lender on Grantor's behalf may, but commenced that would materially affect 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 arrived to that the rate charged under the Credit Agreement from the date incurred or paid by Lender so the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) and the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) to the read and be apportioned among and be payable on demand, (b) the remaining term of any applicable insurance policy or (ii) the remaining term of payments to become due during either (i) the remaining term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit the Credit Agreement, or (c) be treated as a balloon payment of these amounts. The rights provided for in this the Credit Agreement, or (c) be treated as a balloon payment of these amounts. The rights provided for in this course, the course

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 indebtodness section below or in any title insurance policy, title report, or linal title opinion or in the Existing indebtodness section below or in any title insurance policy, title report, or linal title opinion or in the Existing indebtodness section below or in any title insurance policy, title report, or linal 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.

Defense of Title. Subject to the exception in the paragraph abova, Grantor warrants and 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 the action at Grantor's expense. Grantor may be the nominal party in such proceeding by counsel of Lender's own 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 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.

The following provisions concerning existing indebteciness (the "Existing EXISTING INDEBTEDNESS. Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the indebtedness may be secondary and interior. 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, 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 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 portion of the net proceeds of the award shall mean the award after payment of all reasonable costs, 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 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. Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the Grantor may be the nominal party in such 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

MORTGAGE (Continued)

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 whatever other action is requested by Lender to perfect and continue Lender's lien on 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 Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit interest made by Grantor.

Subsequent is es. If any tax to which this section applies 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 eli of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and 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 time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this continuing this security interest. Upon default, Grantor shall reimburse Lender for all expenses incurred in perfecting or at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days

Addresses. The mailing addresses of Grantor (debtor) and Londer (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 Lander, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or a Lander's designee, and when requested by Lender, cause to be filled, recorded, refilled, 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, assurance, certificates, and other documents as may, in the sole opinion of Lender, be accessary or desirable agreement, this Mortgage, and the Related Documents, and (b) the colligations of Grantor under the Credit Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by this agreed to the contrary by Lender in writing, Grantor shall relimburse Lender for all costs and expenses.

Attornaly in Fact. If Grantor fells to do any of the things referred to in the proceeding processors to and expenses.

Attorney-in-Fact. If Grantor falls 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, 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 suitable statements of termination of any financing permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, the indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or claimant (Including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of may be, notwithstanding any cancellation of this Mortgage shall continue to be effective or shall be reinstated, as the case evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same

Droberty of Cook County Clerk's Office



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d4-05-1996 (Continued) Loan No 203-1526953

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR: GEORGE KA CHRISTINE KNORP INDIVIDUAL ACKNOWLEDGMENT STATE OF CYNTHIA V. NOTARY PURLIC, STAT MY COMMISSION RAPIRE. On this day before me, the undersigned Notary public, personally appeared GEORGE KNORPS and CHRISTINE COUNTY OF KNORPS, 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. Given under my hand and official seal this Residing at By Notary Public in and for the State of My commission expires _

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