96358726

Community Bank Wb don Glen Ellyn 357 Roosevelt Road Glen Ellyn, 11 60137 708-545-0900 (Lender)

708-790-3966

DEPT-01 RECORDING

BORROWER

\$31.00

- T#0012 TRAN 0547 05/10/96 15:01:00
 - \$1542 + CG #-96-358726

IDENTIFICATION NO.

COOK COUNTY RECORDER

MORTGAGE WILLIAM T. KARROW DIAME P. KARROW FILLIAM T. KARROW LIANT P. KARROW ADDRESS ADDRESS 22 W 315 MC CARRON ROAD GLEN MILLYN, IL 60137 22 W 315 MC CARLON ROAD GLEN BLLYN, IL 60137 TELEPHONE NO.

above, the real property described in Schedule A which is attached to this Mortgage and incorpor red herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and others greements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stoci s, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBIGATIONS. 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 Lencer principal.

TELEPHONE NO.

708-790-3966

(a) this Mortgage and the following promissory notes and other a

IDENTIFICATION NO.

INTEREST HATE	PRINCIPAL AMOUNT) CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	\$54,500.00	05/01/96	05/01/01	3789802	9001

				'
all other present or fut	ure obligations of	Borrower or Gran	stanta l'andre (c.).	er incurred for the same of
different purposes the	an the foregoing):	Donower or Gran	mor to render (wheth	ier incurred for the same o
b) all renewals, extensions	amendments, mo	difications reniac	emante or cubetitutio	ns to any of the foregoing.
PURPOSE This Mortgood	and the Oblinest	amounding, ropiac	cineura or annamento	ris to any or the foregoing.

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

4. FUTURE ADVANCES. 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 reveloper and other agreements.
Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only eviging independence but all advances that Lender may extend to paragraph 2. The Mortgage secures not only eviging independence but all advances that Lender may extend to
ndebtedness so secured shall not exceed \$ \textbf{X} This Mortgage secures the repayment of all advances that lender may extend to Berrally advances to Berrally a
agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed

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- 5. 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.

(a) Grantor shall mantain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and the secretical in Schedule B which is attached to this Mortgage and incorporated herein by reference

(b) Neither Grantor not, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or dispused 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 in array ardous Materials shall mean any hazardous waste, toxic substances or any other substance, material, or waste vincin's asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous of stance" 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 Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability 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 law, contract or other agreement which may be binding 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 shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, bu not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to his Mortgage.

8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the expression property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may in the end of the sum of the promissory note or other agreement or by this Mortgage, unless otherwise prohibite. by federal law.

9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby aumorizes ander to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In ar ditio i, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or all to take any action which may cause or permit the termination or the withholding of any payment in connection "un or lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monles payable under any Agreement more than one month in advance; (b) moully any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title und interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement, e coept for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporiting to terminate or cancel any Agreement, and cannot shall promptly forward a copy of such communication (and any subsequent communications relating the care, to Lender.

11. COLLECTION OF INDEBTEDNESS FROM TriIRD PARTY. Lender shall be entitled to notify or require Grant or to notify any third party (including, but not limited to, lessees, licensees, governmental authorities 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 owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument 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. 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 collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining 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

13. LOSS Off 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, rupair 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.

CP-LIGHT & Furnishers Foodmandpure, the \$12,521 (See April 2017) Fire

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15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning rovisions or private covenance an oting the use of the Property without Lender's prior written consent. If Grantor's use the Property becomes a nonce if rming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned with our 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. Grantor shall in mediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceduring pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned for Lender and shall be applied first to the payment of Lender's attorneys' less, legal expenses and other costs (includin paperaisal fees) in connection with the condemnation or eminent 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 OR DEF':NI) I EGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sulf or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, it tervene in, and defend such actions, sulfs, or other legal proceedings and to compromise or settle any claim or contrave sy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay per aining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will provent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Granton's Obligations with respect to the Property under any circumstances. Contact 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 attorneys' fees and legal exponsions), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counser 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 own legal counsel to defend such Claims at Granton's cost. Granton's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

TAYES AND ASSESSMENTS. Grantor shall have all tayes and assessments relative of Property when due. Linon

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-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no 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 funds so held o pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order or the due date thereof.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its egants 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 purposes. At 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 true, as a property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may required 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 furnished by Grantor to Lender 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 transferee 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 transferee 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) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any rither present or future, written or oral, agreement;

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- allows the Property to be damaged, destroyed, lost or stolen in any material respect; seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which,

(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):

tercise 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 Obligations 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 solvenry, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste of the Property;

(f) to foreclose this Morgarje:

(g) to set-off Grantor's Orantetions 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 one 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 HOMESTEAD AND OTHER PICHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.
- 25. 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
- 26. APPLICATION OF FORECLOSURE PROCEEDS. 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; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, put not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any light 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 of Obligations herein and shall be secured by the interest granted herein. of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf 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 remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Crantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled. but not required, to perform any action or execute any document required to be taken or executed by Grant ir unrer this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grant or unrer this Obligation or cure any default under this Mortgage. 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 lies, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security
- 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 Lender'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 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

- 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 mail, postage prepaid, shall be deemed given three (3) the parties is sent and on any other such notice shall be deemed given when received by the person to whom the parties of the parties
- 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage hall 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. Brantor 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 increby 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.
 - 39. ADDITIONAL TERMS

Grantor acknowledges that Grantor has read, understands, an	nd agrees to the terms and conditions of this blows on
Dated: MAY 1, 1996	e agrees to the terms are computants of this mortgage.
GRANTORWILLIAM T. KARROW	URANTOR: DIANE P. KARROW
William / Tampi	Sand Karnal
WILLIAM T. KARROW HUSBAND	ALD ITE
GRANTOR:	GRANTOF:
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State of Velezas	мм	r
County of leef a ss.	State of)	
occurryon assessment)	County of) ss.	
public in and for said County, in the State aforesaid, DO	The foregoing instrument was acknowledged before this	me
personally known to me to be the same asset	7 Karraer	
WILLIAM CLINOSPHONE AND ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	as LREW.	
acknowledged that		
sealed and delivered the said instrument as signed, free and voluntary act, for the uses and purposes herein set forth.	on behalf of the	,
Given under my hand and official seal, this	Given under my hand and official seal, t	ihls
- TY X the live	day of	 .
Notary Public	Notary Public	
Commission expires. "OFFICIAL SEAU" M.L. PACHMAYER Votary Public, State of Illinois My Commission Expires 279.99	Commission expires:	
SCHEDU.	LEA	
The street address of the Property (if applicable) is:2730 N. P		
Chicago,	IL 60614	
Permanent Index No.(s): 14-28-309-0301 0.1		
The legal description of the Property is: UNIT 2730-G IN 2722-2730 PINE GROVE CONDOMINITION ANDREWS SPAFFORD AND COLEHOURS SLAPIVISION "A" OF WRIGHTWOOD.		
IN ANDREWS SPAFFORD AND COLEHOURS SLADIVISION "A" OF WRIGHTWOOD, A SUBDIVISION IN THE SOUTH	OF BLOCKS 1 AND 2 IN CUTLOT	
SURVEY TO ATTACHED ANGE 14, EAST OF THE THIRI	D PRINCIPAL MERINTAN FUTOR	
PERCENTAGE INTEREST IN THE COMMON BLEMENTS, IN		
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This instrument was prepared by: Community Bank Wheaton/Glen Ellyn, 357 Roosevelt, Glen Ellyn, II 60137

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