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GRANTOR

STE M. KARMS LANRENCE A. KARNE MUSEAMO AND MIPS BORROWER

ADDOFAS

RUB M. KARME CAMBRICH H. BARNI

ADDRESS

4200 DEWEY AVE MATTERON ZZ 604439703

4200 DINNY AVE MATTHEON IL 404439703

LENDER: First Bank of South Dakota (National Association)

A NATIONAL BANKING ASSOCIATION

141 NORTH MAIN AVENUE SIOUX FALLS. SD 57117

- 1. GRANT. For good and valuable consideration, Grantor 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 future and present improvements and fixtures; privileges, hereditaments, and spourtenances; leases, license and other agreements; easements, royalties, leasehold estate, it a leasehold, rents, issues and profits; water, well, ditotr, reservoir and mineral rights and stocky, and standing timber and crops pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Morrage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumula" ... ly "Obligations") to Lender pursuant to:

(a) this Mortgage and the toll of a agreement:

PRINCIPAL AMOUNT) CREDIT LIMIT	AGREEMENT DATE	WATURITY BTACL
29,000.00	03/11/1996	03/11/2001

96,39<sub>1202</sub>

- (b) all renewals, extensions, amendments, modifications, rej lacements or substitutions to any of the foregoing;
- (c) applicable law.
- s. PURPOSE. This Mortgage and the Obligations described haven are executed and incurred for consumer purposes.
- 4. The total amount of indebtedness advanced by this Mortgage vidor the promissory note or agreement (the "NOTE") secured hereby may increase or rease from time to time, but the total of all such indebtedness so secure a shall not exceed \$ 28,000.00 plus interest, collection costs, and decrease from time to time, but the total of all such indebtedness so secure a shall not exceed \$ amounts advanced to protect the lien of this Mortgage. The Note secured hereby cyldences a "Revolving Cradit" as defined in 815 ILCS 205/4.1. The lien of this Mortgage secures payment of any existing indebtedness and future advance in ade jursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not here is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is riad s.
- EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covanants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limite 4 /2, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
  - B. REPRESENTATIONS, WARRANTIES AND COVENANTS, Grantor represents, warrants and covenants to Lender that:
    - REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, wastern acressored to this Mortgage and liens and encumbrances of calms except for this Mortgage and liens and encumbrances of the country record:
    - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generally, released, discharged, stored, or disposed of any 512 "Hezardous Materials" as defined herein, in connection with the Property or transported any Hezardous 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 men now hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, or no limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyis; (iv) those substances, materials or wastes designated as a "haza way 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 Conservative and Recovery Act or any amendments of replacements to that statute; or (vi) those substances, materials or wastes defined as a "hezardous substance" pursusn: in Bection 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;
    - (a) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions to 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 of my time;
    - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and
    - (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, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant in this Mortgage.
- 7. 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 real 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 declars the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law
- a. INQUIRIES 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 oral or written notice of its interest in the Property to any third party.
- 3. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall 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, Grantor 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) assign or allow a lien, security interest or other encumbrance to be placed upon Caralor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement expect for the notropayment of any sum or other material breach by the other party thereto. If Grantor receives at any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDESTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, leasees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "included the indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from the parties with the children of state could be shall diligently collect the indebtedness owing to Grantor from Property (cumulatively 'indebtedness') whether or not a gurant exists throw the non-unique. Smallest exists 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 insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lander apent from its other property, endorse the instruments and other remittances to Lander, and immediately provide Lander with possession of the instruments and other remittances. Lander and immediately provide Lander with possession of the instruments and other remittances. 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.

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11. USE AND MAINTENANCE OF PACPETTS fruitor half this air artisms and make any legal a 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 compilance with applicable law arid insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the joragoing, at alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without ier's prior written consent, and shall be made at Grantor's sole expense

#2. 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 polifion 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

dition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

3. INSURANCE. Grantor shall keep the Property insured for its full value against all hexards including loss or damage caused by fire, collision, theft, flood (fl.appticable) 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 shall require the insurance 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 mortgages and provide that no act or omission of Grantor or any other person shall affect the right of Lander to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds or Lander to be paid instrained processes parameter to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge 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 set as attorney-in-fact for Grantor in making and setting 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 loss. 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 option; to apply such monies toward the Obligations or loward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

- 14. ZONING AND PRIVATE COVENANTS. Granter shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without cer. ter'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 abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed manges to the zoning provisions or private covenants affecting the Property.
- 18. CONDEMNATION. Q and a shall immediately provide Lender with written notice of any actual or threatened condemnation or aminent domain proceeding pertaining to the Proper? / Ill montes payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' or legal expenses and other coats (including appraish fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Leister, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to rectors or repair the Property.
- 18. LENDER'S RIGHT TO COMMENCE OF DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threstened action, suit, or other proceeding afterung 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 in compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lander shall not assume or bir responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender any in shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employ see and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal processing (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees. legal expenses and other costs incurred in connection therewith. In VM alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survivy on termination, release or fureclosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assensinents 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 pramium, taxes and assessments pertaining to the Property. 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 to pay any excellent against the Obligations. Any funds applied against the Obligations. shall be applied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, SOOKS, RECORDS AND REPORTS. Grantor shall all low Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's tooks and records pertaining to the Property from to time. Grantor shall provide any assistance required by Lander for these purposes. 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 interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lander, such information as Lander 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 Lander may register. All information furnished by Grantor to Lander shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days efter 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 basis 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 true fere with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner. 36331202
  - 21. DEFAULT, Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
    - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Morge's, including, but not limited to,

- (a) commits fixed or makes a material insrepresentation at any time in connection with the Chilgations or this Morgage, woulding, but not imited to, felies statements made by Grantor's income, assets, or any other aspects of Grantor's financial condition;

  (b) tails to meet the repayment terms of the Chilgations; or

  (c) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property or Lander's rights in the Property without Lander's consent, failing to maintain insurance or to pay taxe to the Property without Lander's written consent, failing to maintain insurance or to pay taxe to the Property without Lander's written consent, allowing the taking of the Property through without contain, allowing the Property to be foreclosed by a itenholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to selzure or confiscation.
- 22. 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 vithout notice or demand (except as required by law):
  - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

(b) to declare the Obligations immediately due and payable in full;

- to collect the outstanding Obligations with or without resorting to judicial process;
- (d) to require Grantor to deliver and make evaluable to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender:

(e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

(f) 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 Properly to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(g) to foreclose this Mortgage;

(h) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and

(I) to exercise all other rights available to Lander 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.

23. 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, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but 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.

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24. WAIVER OF HOMESTEAD AND OTHER LIGUITI. Grantor neceby viet estal homestead in other exemptions to which Grantor would otherwise be emitted under any applicable law. If a husband and wife are both signing one Morgage and only one of the spouses is an owner of the Property, then the other appuse is signing for the sale purpose of waiving such homestead rights and other exemptions.

25. COLLECTION COSTS. If Lander hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lander's reasonable ultorneys' fees and costs.

126. SATISFACTION. Upon the payment in full of the Obligations, this Mongage shall be satisfied of record by Lender.

27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shell immediately reimburse failures for all amounts (including attorneys' tess and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or this 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 this 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 behalf of Grantor or Borrower may be applied against the amounts paid by Lander (Including attorneys' loss and legal expenses), to the extent permitted by law, 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 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 includedness. In addition, 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 Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any 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, BUBROGATION 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 interests or other encumbrances have been released of record.
- 31. PARTIAL RELEAST. 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 ATM inling portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION AND WavER. 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 or one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromise a xichanges, 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 Xiropetry.
- 33. SUCCESSORS AND ASSIGNS. The Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, perronal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other communication in be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
  - 35. SEVERABILITY. If any provision of this Mortgage vi lates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 38. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the furiedation and venue of any court located in such state.
- 37. MISCELLANEOUS. Grantor and Lender agree that time is of it a essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgapy shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby 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 Lander pertaining to the terms and conditions of those documents.

stipulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by	by reason of any of the terms, provision
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and who also may be the Beneficiary(s) of that certain Trust created with under Trust Number pursuant to a Trust Agreement dated	as Trust
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