

MORTGAGE

BORROWER

DONALD J. GINGER

SHIRLBY M. GINGER

ADDRESS

2721 RUSTY DR

DES PLAINES IL 600184068

LENDER

Pirst Bank of South Durits (National Association) A NATIONAL BANKING ASSOCIATION 141 NORTH MAIN AVENUE Coot County Ch SICUX PALLS. SD 57117

GRANTOR

DONALD J. GINGER SHIRLBY M. GINGER HISBAND AND WIFE

ADDRESS

2721 RUSTY OR DRS PLAINES IL 600184068

- 1. GRANT. For good and valuable consideration, Grantor hereby manages and warrants to Lender identified above, the real properly described in Schedule A which is attached to this Mortunge and incorporated herein together with all future and present improvements and tixtures; privileges, heraditaments, and appurtenances; 2253 licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rent: issues and profits; water, well ditch, reservoir and mineral notits and stocks, and standing timber and crops penaining to the real property (cumulatively Troperty).
- 2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Granton's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:
 - (a) this Mortgage and the following agreement:

PRINCIPAL AMOUNT/	NOTE/	MATURITY
CREDIT LIMIT	AGREEMENT DATE	DATE
55,000.00	08/25/1997	08/25/2002

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

(c) applicable law.

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3. PURPOSE. This Mortgage and the Orbitations of stories that the earn procedure and included for consumer purposes.

- 4. The total amount of indebtedness advanced by this Montgage under the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the ental of all such indebtedness so secured shall not exceed \$_______55,000.00_________plus interest, collection coss, and amounts advanced to protect the lien of this Montgage. The Note secured hereby evidences a "Revolving Creat" as defined in 815 ILCS 205/4.1. The lien of this Montgage secures payment of any existing indebtedness and future activate made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Montgage, without regard to whether or not there is any advance made at the time this Montgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.
- 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.
 - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. (a) antor represents, warrants and covenants to Lender that:
 - (a) Grantor shall meditain the Property free of all liens, security interests, encumbrances and claims except for this Montgage and liens at dencumbrances of record;
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "transported any Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from any Property. Grantor shall not connection with the Property or transported any Hazardous Materials shall mean any hazardous waste traic substances, or any other substance, materials or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) triable or nontriable asbestos; (iii) polychlorinated inchenyls; (iv) those substances, materials or wastes designated as a "hazardous substances" 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 the Section 1004 of the Fescures Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances materials or wastes defined as a Tazardous substances pursuant to Section 1004 of the Fescures Conservation and Recovery 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 parform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statice, regulation, ordinance, rule of item, 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 wirth might metarially affect the Property; and
 - (e) Grantor has not violated and shall not violate any statute, regulation, exchange, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, these governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to 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 (it Borrower or Grantor is rule a natural person or persons but is a corporation, partnership, trust, or other tegal entity). Lender may, at Lender's option, declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remediate permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Granto: 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.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Granter shall not take or fail 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, Granter without Lender's prior written consent, shall not (a) collect any monies payable under any Agreement more than one much in advance; (b) modify any Agreement; (c) assign or allow a tien, security interest or other encumbrance to be placed upon Granter's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or carcel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Granter receives at any time any written communication asserting a default by Granter under an Agreement or purporting to terminate or cancel any Agreement, Granter shall promptly toward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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- 10. COLLECTION OF INDEBTEDAISS FROM THE PARTY. Landy shall be entitled to notify or require Grantor 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 dispertly 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 instruments or other remittances with respect to the Indebtedness of 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 to Lander, and immediately provide Lander with possession of the Instruments and other remittances to Lander, and immediately provide Lander 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 collaboration on 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, emor, mistake, omission or defay pertaining to the actions described in this paragraph or any damages resulting thereform.
- 11. 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 taw 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 elterations, additions a no improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lenger's prior written consent, and shall be made at Grantor's sole expense.
- 12. LOSS OR DAMAGE. Carrior shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any or tion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair (no effected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the allegery. Property.
- 13. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (it applicable) (it cher casually. Grantur 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 mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender 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 to the marin of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain in surance, Lender (after providing notice as may be remitted by law) may in its discretion procure appropriate insurance cararage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described on Paragraph 27 and secured hereby. Grantor shall turnish Lender with evidence of insurance indicating the required coverage. Lunder may act as attorney in fact for Grantor in making and settling claims under insurance policies, cancelling any policy or extrasing Granton'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 groot of toss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sore option, to apply such manifes toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount explied against the Objections shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and resture the Property.
- 14. ZONING AND PRIVATE COVENANTS. Granter shall not initiate or consent to any change in the coning provisions or private covenants attesting the use of the Property without Lender's prior written consent. It Granter's use of the Property becomes a nonconforming use under any zoning provision, Granter shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Granter will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied tirst to the payment of Lender's attorneys' teas, legal expenses and other costs (including appraisal teas) in connection with the condemnation or eminent domain proceedings and them, at the option of Lender, to the payment of the Obligations of the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.

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- 16. LENDER'S RIGHT TO COUNTENCE OR DEFENDLEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor beneby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. 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. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents hamtless from all claims, damages, liabilities (including attorneys' fees and legal expenses), 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 counsel to defend Lender from such Claims, and pay the attorneys' bees, regal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grant's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18. TAXES AND ASSENSMENTS. 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-twellth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So bing 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 taxes or 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, BOOK', RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make expires of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any existance required by Lender 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 Lender's interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender's such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall refer the Grantor's records at such time, and shall be rendered with such trequency as Lender may designate. All information for righted by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CENTIFICATES. Within ten (10) days after any remass by Lender, Grantor shall deliver to Lender, or any intended transferred of Lender's rights with respect to the Obligations, a signed and administrated statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor puscesses any claims, defenses, set offs or countendains with respect to the Obligations and, if so, the nature of such claims, defenses, set offs or countendains. Grantor will be conclusively bound by any representation that Lender may make to the intended transferred with respect to these matters in the event that Grantor tails to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or form wer:
 - (a) commits fraud or makes a material misrepresentation at any time in connection with the Okarairons or this Mortgage, including, but not limited to, talse statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's linancial condition;
 - (b) tails to ment the repayment terms of the Obligations; or
 - (c) violates or tails to comply with a covenant contained in this Mangage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, tailing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be to reclosed by a lienholder 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 seizure or confiscation.

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

- (a) to terminate or suspend further advances or reduce the creck limit under the promissory notes or agreements evidencing the obligations:
- (b) to declare the Obligations immediately due and payable in full:
- (c) to collect the outstanding Obligations with or without resorting to judicial process;
- (d) to require Grantor to deliver and make available to Lender any personal properly 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 Granton's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (a) to foreclose this Mortgage;
- (h) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, montes, instruments, and denosit accounts maintained with Lender; and
- (i) to exercise all rune rights available to Lender under any other written agreement or applicable law.

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

- 23. APPLICATION OF FORECLE SURE 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 sheriffs tee and the satisfaction of its expenses and costs; then to reimburse is other 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, him, fres, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by any.
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Crantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applic the law. If a husband and wife are both signing this Montgage and only one of the spouses is an owner of the Property, then (iv) other spouse is signing for the sole purpose of waiving such homestead rights and other exemptions.
- 25. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Montgage. Grantor agrees to pay Lender's reasonable attorneys' tees and costs.
 - 28. SATISFACTION. Upon the payment in full of the Obligations, this Markage shall be satisfied of record by Lender.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon degrand to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' text and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on benail of Grantor or Borrower may applied against the amounts paid by Lender (including attorneys' tees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and tran to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taxen 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 interescable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

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- 31. PARTIAL RELEASE. Leader ray chase its interest in a pution of the Property by executing and recording one or more partial deleases without affecting its interest in the remaining 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 WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Montgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or tail to exercise any of its rights without causing a waiver of those Obligations or rights. A traiter on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Montgage shall not be affected if Lender amends, compromises, exchanges, tails 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.
- 33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Granton and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legaless and devisees.
- 34. NOTICES. Any notice or other communication to be provided under this Montgage shall be in writing and sent to the parties at the addresses described in this Montgage 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) days after such notice is sent and any other such notice is a deemed given when exceived by the person to whom such notice is being given.
- 35. SEVERABILITY. If any or vision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This tempage shall be governed by the taxs of the state where the Property is located. Grantor consents to the jurisdiction and white of any count located in such state.
- 37. MISCELLANEOUS. Grantor and Lent'er a gree that time is of the essence. Grantor waives presentment, demand for payment, notice of distriction and protest exactly 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 bereby waives any right to trial by Jury in any exaction arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related should be present the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

	TGAGE SIGNERS. This Montgage is executed by
and vested in it as such Trustee. All the terms, pro	not personally that solely as Trustee under Trust Agreement dated in the particles of the power and authority contened upon visions, stipulations, coverants and conditions to be performed by are undertaken by it solely as Trustee, as aforesaid, and not
individually, and all statements herein made are made personal liability shall be asserted or be enforceable	on information and belief 2013, (re to be construed accordingly, and no against
secured by the Mortgage, and who also may	, one or more of whom is (are) also the maker(s) of the Note to the Beneficiary(s) of that calls. Trust created with as Trustee under Trust Number
to a Trust Agreement dated	Co
Grantor advnowledges that Grantor has read, understar Dated:	rds, and agrees to the terms and conditions of this Mortgage.
	, not personally but solely as Trustee under Trust Agreement
dated and known as Trust Nu	mber
GRANTOR:	GRANTOR: Singer Singer GRANTOR: Sheley. M Clarger
	DOWALD J. GIMBER
GRANTOR:	GRANTOR Sheelest. M Clauger

SHIRLBY M. GINGER

UNOFFICIAL COP9709802 CORPORATE ACKNOWLEDGMENT State of County of a Notary Public in 1 and for said County, in the State aforesaid. DO HEREBY Notary Public in and for said County, in the State aforesaid.

CERTIFY that DONALD J. GIBBER SHIPLEY M. NO HEREBY CERTIFY that DO HEREBY CERTIFY that GINGER, HUSBAND AND WIFE as of as Trustee under Trust Agreement dated personally known to me to be the same person whose name known as Trust Number _ subscribed to the foregoing are personally known to me to be the same persons whose instrument, appeared before me this day in person and names are subscribed to the foregoing instrument as such acknowledged tha. he Officers of said Bank, respectively, appeared before me signed and delivered the said this day in parson and adminwledged that they signed and instrument as free and voluntary act, delivered the said instrument as their own free and for the uses and purposes herein s'a forth. voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth. iven undar my hand and office a scal, this 25 Given under my hand and official seal, this Notary Public Commission Expires: __ Commission Expires: official seal JEAN COVALSEN SCHEDULE A (d'applicable) is: 2721 RUSTY DR DES PLAINES IL 60018que Permanent Index No.(s): 0933203025 The legal description of the Property located in __cook_ County, Illinois Lot 14 in Maple Grove being a Subdivision of part of the B 1/2 of Section 33, Township 41 North, Bange 12, East of the Third Principal Maridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on June 39, 1967, as Document #2332281. This instrument was drafted by: After recording return to: First Bank of South Dakots (National Association) PIRST BANK NATIONAL ASSOCIATION 141 RORTH MAYN AVENUE Lien Perfection Department STOUR PALLS. SD 57117 P.O. Rox 2687 Fargo, ND 59108-2687 **LHEMTGG Flow 2007**