

This document was prepared by:
STATE BANK OF COUNTRYSIDE
6734 Joliet Road
Countryside, Illinois 60525

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE
To Secure a Loan
From STATE BANK OF COUNTRYSIDE

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1. DATE AND PARTIES: The date of this Real Estate Mortgage (Mortgage) is November 24, 1997, and the parties' addresses are the following:

MORTGAGOR:

O-E ILLINOIS, INC.
an ILLINOIS corporation
9450 WEST 159TH STREET
ORLAND PARK, ILLINOIS 60462
Tax ID # 36-3081527

BANK:

STATE BANK OF COUNTRYSIDE
an ILLINOIS banking corporation
6734 Joliet Road
Countryside, Illinois 60525
Tax ID # 36-2814456
(as Mortgagee)

2. MAXIMUM OBLIGATION LIMIT. The total principal amount of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, not interest, attorneys' fees, paralegal fees, costs and other legal expenses, shall not exceed the sum of \$600,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

3. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note (Note) dated November 24, 1997, with a maturity date of May 25, 1998, and payable to BARBARA HOLLOWAY-LITTLE and ROBERT D. LITTLE (Borrower) payable in monthly payments to the Bank. Borrower evidences a loan (Loan) to Borrower in the amount of \$600,000.00, plus interest, and all extensions, renewals, amendments and substitutions thereof.
- B. All future advances by Bank to Borrower, to Mortgagee, to any one of them or to any one of them and their obligations referred to in the subparagraphs) below, whether or not this Mortgage is specifically referred to in the indebtedness with regard to such future and additional indebtedness.
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred, by Bank in connection with this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of such obligations herein defined, as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, drafts made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by this Mortgage and liabilities as a result of the contract or surety of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan; Mortgagee's performance of any terms in the Note or Loan; Borrower's and Mortgagee's performance of any terms in any deed of trust, any trust deed, any trust instrument, any mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which is made, entered into, or otherwise relates to the Note or Loan.

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However, this Mortgage will not secure another debt:

- A. if this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled to a first lien position) the rescission required by law for such other debt;
- B. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

4. **CONVEYANCE** To induce Bank to make the Loan to Borrower, and any extensions and renewals, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, conveys, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK COUNTY, ILLINOIS, to-wit:

LOT 6 IN EDWARD J. GRABINSKI'S SUBDIVISION OF THE SOUTH 1/2 OF LOT "F" (EXCEPT THE EAST 50 FEET THEREOF) IN SUPERIOR COURT COMMISSIONER'S PARTITION OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P. I. N. 18-36-215-006

The Property may be commonly referred to as 8240 SOUTH HARLEM AVENUE, BRIDGEVIEW, ILLINOIS

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now hereafter attached to the Property, including but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electric and lighting fixtures and equipment, all landscaping, all exterior and interior improvements, all easements, issues, rights, accretions, rents, royalties, or any gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, plants, and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. The term "Property" further includes, but is not limited to, any and all wells, water, water rights, oil, gas, reservoirs, reservoir sites and dams, used, appurtenant, connected with or attached to the Property, whether or not evidenced by title or shares in a corporation, association or other entity, however evidenced. All of the foregoing Property shall be deemed to be and referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank to be free and clear of all claims or claims of all persons claiming or to claim the Property or any part thereof. Mortgagor further warrants and defends the Property under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5. **LIENS AND ENCUMBRANCES** Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims, which may result, if unpaid, in the foreclosure, execution or other sale of the Property, claim or encumbrance on or against the Property, or any part thereof. Mortgagor may in good faith contest any such claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien claim against the Property, to prevent its foreclosure or execution.

6. **CORPORATE WARRANTIES AND REPRESENTATIONS** Mortgagor is a corporation. Mortgagor makes the following warranties and representations which shall be continuing so long as the Obligations remain outstanding:

- A. Mortgagor is a corporation which is duly organized and validly existing in Mortgagor's state of incorporation and that, as of the DATE AND PARTIES paragraph above, Mortgagor is in good standing under the laws of all states in which Mortgagor transacts business. Mortgagor has the corporate power and authority to own the Property and to carry on the business being conducted. Mortgagor is qualified to do business in every jurisdiction in which the nature of its business requires it to make such qualification necessary, and Mortgagor is in compliance with all laws, regulations, ordinances and orders of all authorities applicable to it.
- B. The execution, delivery and performance of this Mortgage by Mortgagor and the borrowing evidenced by the Note are within the corporate powers of Mortgagor, (2) have been duly authorized by all requisite corporate action, (3) have obtained necessary governmental approval, (4) will not violate any provision of law, any order of any court, or any regulation of any government or Mortgagor's Articles of Incorporation or Bylaws, and (5) will not violate any provision of any law, contract, agreement or other instrument to which Mortgagor is a party or to which Mortgagor is, or any of Mortgagor's officers, directors, subject, including but not limited to, any provision prohibiting the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Mortgagor's property or assets. The Note and this Mortgage, when duly executed and delivered by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor, and of the parties named therein, if any, in accordance with their respective terms.
- C. All other information, reports, papers and data given to Bank with respect to Mortgagor or to others associated with the Property of this Mortgage are accurate and correct in all material respects and complete insofar as competence, and Mortgagor will give Bank a true and accurate knowledge of the subject matter.
- D. Mortgagor has not changed its name within the last six years, unless otherwise disclosed in writing, other than the true, legal or fictitious names actually disclosed to Bank prior to execution of this Mortgage. Mortgagor uses no other name, and the Obligations shall have been paid in full. Mortgagor hereby covenants and agrees to preserve and keep intact, and to defend its existing name, corporate existence, rights, franchises and trade names, and to continue the operation of its business in the ordinary course.

7. **EVENTS OF DEFAULT** Mortgagor shall be in default upon the occurrence of any of the following events, (Events of Default):

- A. Failure by any party obligated on the Obligations to make payment when due; or
- B. A default or breach by Borrower, Mortgagor or any co-signer, endorser, surety or guarantor under any of the Note, Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed of trust, deed of trust, deed or any other document or instrument evidencing, guaranteeing or securing the Obligations; or
- C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is known to be incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or

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- D. Failure to obtain or maintain the insurance coverages required by Bank or insurance as is customary and practice for the Property (as herein defined), or
- E. The death, dissolution or insolvency of the appointment of a receiver by or on behalf of the assignment for the benefit of creditors by or on behalf of the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtors relief act, against Mortgagor, Borrower or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations, or
- F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor that the prospect of any payment is impaired or that the Property (as herein defined) is impaired, or
- G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, escrow or other obligation due before its due date, or
- H. A material adverse change in Mortgagor's business, including ownership, management and financial condition, in Bank's opinion, impairs the Property or repayment of the Obligations, or
- I. A transfer of a substantial part of Mortgagor's money or property, or
- J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor, except as provided in paragraph below entitled "DUE ON SALE OR ENCUMBRANCE"
8. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall be immediately due and payable without notice or demand upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately commence foreclosure proceedings and may immediately invoke any or all other remedies provided in the Note, this Mortgage or related documents. Bank is entitled to all other remedies provided at law or equity whether or not expressly stated in this Mortgage. By choosing any remedy, Bank shall not be deemed to have waived its right to an immediate use of any other remedy if the event of default continues or occurs again.
9. **DUE ON SALE OR ENCUMBRANCE.** Bank may at Bank's option declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the contract for or creation of any lien, encumbrance, transfer or sale of the Property, in whole or in part, by Mortgagor. The lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer or sale, or contract for any of the foregoing, shall not be deemed a waiver or estoppel of Bank's right to exercise the Obligations. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default. The lien shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid.
- In the preceding paragraph, the phrase "transfer or sale" includes the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract, sale land contract, contract for deed, leasehold interest with term greater than three years, lease-option contract or any other method of conveyance of the Property interests. The term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, whether or not it is superior to the lien created by this Mortgage.
10. **POSSESSION ON FORECLOSURE.** If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgagor is in possession of the Property to the extent that it is not in possession by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any amounts so collected shall be used to pay taxes, insurance, and other expenses for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
11. **PROPERTY OBLIGATIONS.** Mortgagor shall promptly pay all taxes, assessments, levies, rates, rents, other obligations, and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof of such payment(s).
12. **INSURANCE.** Mortgagor shall insure and keep insured the Property against loss by fire and other hazard, including extended coverage including but not limited to the replacement value of all improvements, with an insurer of primary obligation, and Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgagee Clause" and "Waiver of Subrogation Payee Clause", which shall name and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a cancellation clause which the insurer shall give Bank at least 30 days notice before the cancellation, termination or material change in coverage.
- If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property, if damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage to repair the Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of such policies and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.
- Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payments by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK'S PAY".
13. **WASTE.** Mortgagor shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer a waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements in good condition and repair. Mortgagor shall comply with and not violate any and all laws and regulations relating to the ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under all covenants, covenants and other documents governing the use, ownership and occupancy of the Property.

14. CONDITION OF PROPERTY. As to the Property, Mortgagor shall:

- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
- B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property, including but not limited to the removal of any improvements thereon;
- C. not cut or remove or permit to be cut or removed any wood or timber from the Property which cutting, removal or disposal may adversely affect the value of the Property;
- D. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and control erosion by approved methods of farming on the Property if used for agricultural purposes.

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

A. As used in this paragraph:

- (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §601 et seq.; all federal, state and local laws, regulations, ordinances, orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, or the environment; and any other law, regulation, ordinance, order, attorney general opinion or interpretive letter concerning a Hazardous Substance (as defined herein);
- (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous waste," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

B. Mortgagor represents, warrants and agrees that:

- (1) Except as previously disclosed and acknowledged in writing to Bank, no Hazardous Substance has been, is being, or will be transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Laws.
- (2) Except as previously disclosed and acknowledged in writing to Bank, Mortgagor has not, and will not, contribute to or permit the release of any hazardous Substance on the Property.
- (3) Mortgagor shall immediately notify Bank in writing of any release or threatened release of hazardous substance on, under or about the Property or migrates or threatens to migrate from nearby property, or of information concerning any Environmental Law concerning the Property. In such an event, Mortgagor shall take all reasonable actions in accordance with any Environmental Law.
- (4) Except as previously disclosed and acknowledged in writing to Bank, Mortgagor has not, and will not, know or believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to a release of a Hazardous Substance located on, under or about the Property or (b) any violation by Mortgagor of any applicable Environmental Law. Mortgagor shall immediately notify Bank in writing as soon as Mortgagor has knowledge that there is any such pending or threatened investigation, claim, or proceeding. In such an event, Bank shall have, but not the obligation to participate in any such proceeding, including the right to receive copies of all documents relating to such proceedings.
- (5) Except as previously disclosed and acknowledged in writing to Bank, Mortgagor and every tenant on the Property shall remain in full compliance with any applicable Environmental Law.
- (6) Except as previously disclosed and acknowledged in writing to Bank, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well is being used on the Property unless Bank first agrees in writing.
- (7) Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and obtain all permits, licenses or approvals required by any applicable Environmental Law are obtained and comply with all such laws.
- (8) Mortgagor will permit or cause any tenant to permit Bank or Bank's agent to enter and inspect the Property, review all records at any reasonable time to determine: (a) the existence, location and nature of any release of a Hazardous Substance on, under or about the Property; (b) the existence, location, nature, and magnitude of any release of a Hazardous Substance that has been released on, under or about the Property, (c) whether or not Mortgagor is in compliance with any applicable Environmental Law.
- (9) Upon Bank's request, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Bank. The environmental engineer who will perform such audit is subject to the approval of Bank.
- (10) Bank has the right, but not the obligation, to perform any of Mortgagor's obligations under this paragraph at Mortgagor's expense.
- (11) As a consequence of any breach of any representation, warranty or promise made in this paragraph, Mortgagor will indemnify and hold Bank and Bank's successors or assigns harmless from and against all reasonable costs, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including reasonable attorney's fees, which Bank and Bank's successors or assigns may sustain; and (b) at Bank's discretion, Bank may release this Mortgage and in return Mortgagor will provide Bank with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any claims of Bank under this Mortgage.
- (12) Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deed of trust, mortgage or any obligation regarding the Property, title to Bank or any disposition by Bank of any or all of the Property. Any claims and defenses against Bank are hereby waived.

16. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.

17. PROTECTION OF BANK'S SECURITY. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including but not limited to foreclosure, eminent domain, insolvency, housing or Environmental Law or law enforcement proceedings or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make any action or proceeding to protect its interest in the Property.

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disburse such sums and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank all rights in and to the Property. Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default or discharge any prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.

18. **COLLECTION EXPENSES** In the event of any default or action by Bank for collection of the Obligations for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication, foreclosure minutes, and other expenses of collecting and enforcing the Obligations and protecting the Property. Any such collection expenses shall be added to the principal amount of the Obligations and shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
19. **ATTORNEYS' FEES** In the event of any default or action by Bank for collection of the Obligations for protection of the Property, foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

20. **CONDEMNATION** In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of any proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may later be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceeding instituted for the establishment of any sewer, water, conservation, ditch, drainage or other district relating to or binding upon the Property or any part thereof. Any awards payable for the taking of title to or possession of or damage to all or any part of the Property by reason of any private taking, condemnation, eminent domain, change of grade or other proceeding shall, at the discretion of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Any application or release shall not cure or waive any default. In the event Bank deems it necessary to appear in any proceeding, condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses incurred, limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

21. **OTHER PROCEEDINGS** If any action or proceeding is commenced to which Bank is made or chooses to determine a party, in the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all attorneys' fees and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

22. **WAIVER BY MORTGAGOR** To the extent not specifically prohibited by law, Mortgagor hereby waives and releases all claims and remedies Mortgagor may now have or acquire in the future relating to:

- A. homestead
- B. exemptions as to the Property
- C. redemption
- D. right of reinstatement
- E. appraisement
- F. marshaling of liens and assets, and
- G. statutes of limitations

in addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

23. **PARTIAL FORECLOSURE** In case of default in the payment of the Obligations or in case of payment by Bank of any tax, premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right to declare the whole indebtedness due and payable to foreclose against the Property or any part thereof, whether or not in default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid obligations.

24. **BANK MAY PAY** If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform any other obligation, Bank may at its option:

- A. pay when due installments of principal, interest or other obligations in accordance with the terms of this Mortgage, such payment being an assignment of beneficial interest senior to that of Bank's lien interest
- B. pay when due installments of any real estate tax imposed on the Property, or
- C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the title to the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's cost therefor, including reasonable attorneys' fees and paralegal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest as provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

25. **GENERAL PROVISIONS**

- A. **TIME IS OF THE ESSENCE** Time is of the essence in Mortgagor's performance of all duties and obligations under this Mortgage.

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- B NO WAIVER BY BANK.** Bank's course of dealing or Bank's forbearance from or delay in the exercise of any of Bank's remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage or other loan documents shall not be construed as a waiver by Bank unless any such waiver is in writing and signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance due is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and immediate cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of other remaining sums due under the Obligations nor will it cure or waive any default not completely cured or any defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies or advantages Bank has under the Note, this Mortgage, other loan documents, the law or equity.
- C AMENDMENT.** The provisions contained in this Mortgage may not be amended, except through a written amendment signed by Mortgagor and Bank.
- D INTEGRATION CLAUSE.** This written Mortgage and all documents executed concurrently herewith represent the entire understanding between the parties as to the Obligations and may not be contradicted by evidence of prior or contemporaneous or subsequent oral agreements of the parties.
- E FURTHER ASSURANCES.** Mortgagor agrees, upon request of Bank and within the time Bank specifies, to provide information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.
- F GOVERNING LAW.** This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such law is not otherwise preempted by federal laws and regulations.
- G FORUM AND VENUE.** In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of trial shall be in the State of ILLINOIS unless otherwise designated in writing by Bank or otherwise required by law.
- H SUCCESSORS.** This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, executors, administrators, assigns of the parties, provided however, that Mortgagor may not assign, transfer or delegate any of the obligations under this Mortgage.
- I NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular and the masculine gender shall be applicable to all genders.
- J DEFINITIONS.** The terms used in this Mortgage if not defined herein, shall have their meanings as defined in the documents executed contemporaneously or in conjunction with this Mortgage.
- K PARAGRAPH HEADINGS.** The headings at the beginning of any paragraph or any subparagraph in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage.
- L IF HELD UNENFORCEABLE.** If any provision of this Mortgage shall be held unenforceable or void, then the enforceability to the extent not otherwise limited by law shall be severable from the remaining provisions and shall not affect the enforceability of the remaining provisions nor the validity of this Mortgage.
- M CHANGE IN APPLICATION.** Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address or application information.
- N NOTICE.** All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor shall be effective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, to Mortgagor at the address indicated below. Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below. Bank's name on page one of this Mortgage. Such addresses may be changed by written notice to the other party.
- O FILING AS FINANCING STATEMENT.** Mortgagor agrees and acknowledges that this Mortgage also serves as a financing statement and as such may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic or other reproduction of this Mortgage is sufficient as a financing statement.

26 **ACKNOWLEDGMENT.** By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and understood and a true and correct copy of this Mortgage has been received by the Mortgagor.

MORTGAGOR:

O-E ILLINOIS, INC.
an ILLINOIS corporation

[Corporate Seal]

By: 
BARBARA HOLLOWAY-LITTLE

Attest:

*Corporate seal may be affixed and sufficient if affixed in accordance with applicable law.

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STATE OF IL

§§:

COUNTY OF ILL.

On this 14 day of April, 1997, at the County Clerk's Office, a Notary Public in and for the State of Illinois, I, Michael L. Turgo, a Notary Public in and for the State of Illinois, do hereby certify that BARBARA HOLLOWAY-LITTLE of C-E ILLINOIS, INC. an ILLINOIS corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she executed and delivered the instrument as his/her free and voluntary act for the uses and purposes set forth. My commission expires 11/26/97.

Michael L. Turgo
NOTARY PUBLIC

THIS IS THE LAST PAGE OF A 7 PAGE DOCUMENT. EXHIBITS AND OR ADDENDA MAY FOLLOW.

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MA KDC