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Rebecca A. Anlherg A Single Person	GRANTOR	REBUCCA A. AHLBERG		
2 Carlotte de la Carlo de la C	ADDRESS.	ADDRESS		
CHICAGO IL 606475516		CHICAGO IL 606475516		

LENDER: First Bank of South Dakota (National Association)

A NATIONAL BANKING ASSOCIATION

141 NORTH MAIN AVENUE SIOUX FALLS, SD 57117

DEPT-10 PENALTY

\$24 100

\$27.50

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 Montgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licer sea and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This horizone shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumu atty by "Obligations") to Lender pursuant to:

(a) this Mortgage and the folk win agreement:

vin) agreement:			77.150
PRINCIPAL AMOUNT/ CREDIT LIMIT	AGREEMENT DATE	MATURITY DATE	100
			924
27,750.00	04/02/1997	04/02/2002	5/50
		. DEPT-01	RECORDING

TRAN 2640 05/20/97 09:36:00

(b) all renewels, extensions, amendments, modifications, replacements or substitutions to any of the foreign high. TRAN 2640 05/20/97 09:36:00 (c) applicable law. (c) applicable law.

3. PURPOSE. This Mortgage and the Obligations described her Jin Fre executed and incurred for consumer purposes. 4. The total amount of Indebtedness advanced by this Mortgage Indian the promissory note or agreement (the "NOTE") secured hereby may increase or decrease from time to time, but the total of all such indebtedness so secured shell not exceed \$ 27,750.00 plus interest, collection costs, and amounts advanced to protect the ilen of this Mortgage. The Note secured her loy syldences a "Revolving Credit" as defined in 815 ILCS 205/4.1. The ilen of this Mortgage secures payment of any existing indebtedness and future advance, nade pursuant 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 me a hany advance made at the time this Mortgage is executed and without regard to whether or not there is any inclebiedness outstanding at the time any advance is mody.

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. Grantor represents, warran and covenants to Lendor that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claim; except for this Mortgage and liens and encumbrances of

- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazar acu: 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 mean e.g. hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but int limited to, (i) petroleum; (ii) friable or nonfriable asbastos; (iii) polychlorinated hiphenyls; (iv) those substances, materials or wastes designated as a "hazr rdous 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 replacem in a to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursi ant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any offer similar statute, rule, regulation or ordinance now or hereafter in effect;
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions 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 Granto (r.c.a)y time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

- (a) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which night materially affect the Property (including, but not limited to, those 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 theroin, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Lender of all or any part of the real property described in Schedule A, or any interest therein, or on an or any determined interest the natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Le 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.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Granter 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. Grantor 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, 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 Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 16. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Granter to notify any third party (including, but not limited to, leases, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness of the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collectal 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 ction, 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 PROPERTY. In nor shall be all a starm and make any specific medical to maintain the Property in good condition.

 Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law.

 Grant insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting this foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 12. LOSS OF DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or demage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss of Damage, Grentor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lander the decrease in the fair market value of the affected 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 (if applicable) 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 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 Lander's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls 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 act as attorney-in-fact for Grantor in making and settling 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 toward 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. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without and der'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.
- 15. CONDENNATION. Gran or shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. Ul monies payable to Grantor from such condemnation or taking are horeby assigned to Lender and shall be applied first to the payment of Lender's attorney? The legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain clings and then, at the option of Discher, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 18. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or stened action, suit, or other proceeding affecting 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 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 in the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this permanaph 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. Granter shall immediately provide Lendo 🚁 🗈 shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, employee and agents harmless from all claims, demages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, sults and other legal proceering; (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, s'all hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In any 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 survive the termination, release or foreclosure of this Mortgage
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. 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 layer 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, BOOKS, RECORDS AND REPORTS. Grantor shall all bw Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and occ ds 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, such information as Lender 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 Lender may de an attack. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver. Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transfer with respect to these matters in the event that Grantor falls 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 Borrower;
 - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortorge including, but not limited to, take statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;

 (b) fails to meet the repayment terms of the Obligations; or

 - (a) violates or falls to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's right, in the Property, Including, but not limited to, transfering title to or setting the Property without Lender's consent, falling to maintain insurance or to pay taxed 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 foreclosed 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 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 without 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;

 - to declare the Obligations immediately due and payable in full; to collect the outstanding Obligations with or without resorting to judicial process; (a)
 - (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender:
 - (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 roperty 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 Lender under any other written agreement or applicable law.

Lander'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 sheriffs 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 CTTIET FIGHTS Grantor hands welves all comestied or other exemptions to which Grantor would otherwise be sentiled under any applicable law. If a huseand and wire are both signing this floridage and only one of the spouses is an owner of the Property, then the other epouse is signing for the sole 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 Mortgage, Grantor represents the pay Lender's reasonable attorneys' fees and costs.

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

27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse "Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any 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 included in the definition of Obligations herein.

28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (including attorneys' fees 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.

29. POWER OF ATTORNEY. Granter hereby appoints Lender as its atterney-in-fact to endorse Granter's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Granter under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Granter 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. SUBRIGGATION 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 RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the consumption 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 W/will. 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 perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one 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 schanges, 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 any Property.

33. SUCCESSORS AND ASSIGNS. This wivitgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, persince representatives, legatees and devisees.

34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties are present 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 shall be deemed given when received by the person to whom such notice is being given.

35. SEVERABILITY. If any provision of this Mortgage violates 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 a claws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

37. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to rial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

asserted or be enforceable against	le are made on information and belief and are to be and med in this agreement. This Mortgage is also executed by	trued accordingly, and no personal flability shall be by reason of any of the terms, provisions,
and who also may be the Beneficiary(s) of the	, one or more of whom is (are) all	the maker(s) of the Note secured by the Mortgage,
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GRANTON

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GRANTOR:

County Clerk's Office

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mby of Cook)		County of)	
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RESPONDA A. ANLESSED, A SINGLE PERSON		that	
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