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Cook County Recorder

34.00

RECORDATION REQUESTED BY:

Harris Trust and Savings Bank 111 W. Monroe P.O. Box 755 Chicago, IL 60690

WHEN RECORDED MAIL TO:

Harris Banks P.O. Box 94034 Palatine, R. 60094-4034

FOR RECORDER'S USE ONLY

1980210090

This Mortgage prepared by:

SUSAN FABER P.O. Sox 94034 Palathys, IL 60094-4034



WORTGAGE

THIS MORTGAGE IS DATED JULY 17, 1998, between PQY A. WILKEN and LUANE K. WILKEN, HIS WIFE, AS JOHNT TENANTS, whose address is 505 ABERDEEN STREET, HOFFMAN ESTATES, IL. 60194 (referred to below as "Grantor"); and Harris Trust and Savings Bank, whose address is 111 W. Monroe, P.O. Box 755, Cidcago, IL. 60690 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortrage's, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures: all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, genthermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

SEE ATTACHED LEGAL

The Real Property or its address is commonly known as 505 ARERDEEN STREET, HOFFRAN ESTATES, IL 60194. The Real Property tax identification number is 97-14-310-906.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

CEFWITTONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated July 17, 1998, between Lender and Grantor with a credit limit of \$30,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate equal to the index, subject however to the following maximum rate. Under no circumstances shall the interest rate

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mortgages, deeds of trust, and all other instruments, agresizables and decuments, whisher row or heretifter лорва" стасія відевиленся" Іови відковиленда" вим'язильную відевиленда" діпривидей висимуй **відевируди**" Religious Desymmenta. The words "Helaned Documents" mean and include without limitation all promiseous

"Grant of Morigage" section.

And Property. The words "Real Property" mean the proposty, interests and rights described above in the

Proposty. The word "Property" means collectively the Real Property and the Personal Property.

refunds of premiums) from any sale or other disposition of the Property.

of such property; and togather with all proceeds (including without limitation all lezurance proceeds and Proparty: together with all accessions, parts, and additions to, all replacements of, and the substitutions far, any personal property now or hereafter owned by Granton, and now or hereafter applicitled or alflued to the finest Personal Property. The words "Personal Property" mean all equipment, (counts, and other attitude at

Kinidalion ali assignimente and security interest provisions relating to the Perio at Property and Flewte. Mortgage. The word "Mortgage" means this Mortgage between Granion and Lendon, and includes without

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Lender. The word "Lender" means Harris Trust and Savings Back, its successors and sasigns. The Lander

ALCOS. VES BOODIES, equationals will be ighnesse set training of beangries amount of industrials about by the florigings, not included the principal and included to time to time from zero up to the Creek Limit se province shad any informediate balance. At an time Grander and Landon Brid Wile Mortgage accurue the bulgane culturaling under the Credit Agreement Britis peringraph, whall not exceed the Creek Link as priviled in the Creek Agreement. It is the infenden of any temperary overague, client charges, and an emourale expended or advanced as provided to this demonstrative of the second of a factor of a factor of white the contract of the contract for the contract of to time, auticial at one time in the contained automately between the container and an incident of Credit Agmented and Related Documents. Such advenues may to made, report, and remede from films and he women and he rither selligence valencial as give on valencial of electrivities extern of valencial selegible mineral of the state of the suscition of the suscitions of the foregreen. The nevel time of susting which does it so traits some art of agagnetic sirt to also art most exact to almost nides increased Agreement but also any fabrity emounts which tander may edvence to Granter under the Chedit and what accure not any the encount which Lender has presently advanced to Greater audier the Create. provided in this kontage. Specifically, without limitation, this Montages socurse a revoluting line of enable. by Lender to Enforce abligations of Grantor under this Morgagos, together with interest on such amagina as and any such as expended or advanced by Lender to discharge obligations of Grantor or expenses incurred Exemple indept with white with the world interest payable and interest payable under the Credit Agreement

replacements and other construction on the Real Property.

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surebes. Bry accommodation parties in connection with the incletedness.

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Existing Indebtedness section of this Mortgage. Extelling Indebtechnees. The words "Existing Indebtechness" mean the indebtechness described isolow in this

be more than the leasor of 18,000% per annum or the maximum rate allowed by applicable law.

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(Continued)

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PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED **DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL** SUBSECUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

idate. Gramor shall maintain the Property in tenantable condition and promptly perform all repairs. replacements, 2 to maintenance necessary to preserve its value.

Hazardous Scientances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "breatened retease," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 ("SARA"), the Property Act. 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's convership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release of threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or respent to believe that there has been, except as praviously disclosed to and acknowledged by Lender in writing. In any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior carriers are occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters, and (c) except as previously disclosed to and acknowledged by Lender in writing. In any use, generation, manufacture, storage, treatment, disposal, release on threatened release of any hazardous waste or substance on, under, about or from the Property shall use, generate, manufacture, store, freat, dispose of, or release any hazardous waste or substance on, under, about or from the Property shall use, generate, manufacture, store, freat, dispose of, or release any hazardous waste or substance on under, about under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation these laws, regulations and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Montgage. Any inspections or tests made by Lander shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against lender for indemnity or contribution in the event Grantor becomes hable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all crimis, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or exher resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this Section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Mulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any sampping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the kungoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lewise's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

In Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lander may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Applications of Precedent. Grantor shall providely holdly Lender of any loss or daynege to the Property if this designation of Property if the designation of Property of Control of Lender in the Property of Control of Lender in the Indian Research of the Control of Lender in the Indian Research of the Property. Whether the proceeds to the reduction of the Indianaction of the Property. If Lender cheese, psyment of any lien affecting the Property of Lender cheese, psyment of any lien affecting the Property. If Lender cheese, psyment of any lien affecting the Property of Lender cheese, psyment of any interpretation and repair of the Property. If Lender cheese, psyment of any interpretation and repair of the Property. If Lender cheese, psyment of any proceeds to applicable and regard, the Control of the Property and Research Indianactic I

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Payment. Chara is all pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special and analysis of the Property of the Property Character of makerial furnished to the Property Nee of all leans having priority over or agual to the Indigets of Character than thompson, succept for the Property Nee of the leans forms and the following paragraphs of the Indigets of Character than the Mongard or makerial furnished to the Indigets of Character than the Indigets of the Indian Ind

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or literated hatching company intercents, as the case may be, of Granton. However, this option shall not be exercised strokudes any change in ownership of more than inventy-five percent (25%) of the voting stock, partnership industries of Photograpy interest. If any Granton is a corporation, partnership or limited liability company, transfer also beneficial interest in or to siny land trust holding title to the Real Property, or by any other method of conveyence risersel mais a saud district than those (3) years, loace-opion contract, or by take, assignment, or baselies (4 saly unvoluntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leastiffment sale contract, land contract, contract for deed, leastiffment sale contract, land contract, contract for deed, leastiffment sale Property or any right, this or universe therein; whether legal, beneficial or equitable; whether voluntary er part in the Real Property, or any exercent in the Real Property. A "take or transfer" means tha conveyence of Real sums secured by this Mongage upon the sale or transfer, without the Lender's prior written contestit, of all or any DUE ON SALE - CONSENT BY LENDER. Landor may, at its option, daclary immediately due and payers at

Programy are reasonably necessary to protect and preserve the Property.

Other scale in addition to those acts set forth above in this section, which from the character and use of the Property.

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prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES SY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any collegation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest to be rate provided for in the Credit Agreement from the date incurred or paid by Lender to the date of recayment of Credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not or construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Tible. Grantor warrants that: (a) Grantor now's good and marketable title of record to the Property in fee sample, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this violagage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Granton's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, need of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in

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addition to the Murgage and take whatever other action is requested by Lender to perfect and continue Lender for all taxes, including without limitation all taxes, tree incurred in recording, perfecting or continuing this Mongage, including without limitation all taxes, tree incurred in recording, perfecting or continuing this Mongage, including without limitation all taxes, tree, continued the Report of the Mongage including without limitation at

Takes. The following shall consitute takes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or sub-presents on the includer or the includer of the Cranton as an includer or the inclu

a) pays the tax before a becomes delinquent, or (b) contests the tax as provided above in the Tauga and Lens and deposits with Lender cash or a sufficient corporate surely bond or other security satisfied and Subsequent Tenne. If any tax to which this section applies is enacted subsequent to the date of this shortings, thus ever shall have the same infect as an Event of Default (as defined below), and Lander may exercises any or at it its available remedies for an Event of Default as provided below unless Grander either INTEREST WHITE DY GERMON

security agreement are a part of this Mortgage. SECTIBILA VOLEDIBEAL! LARVACIANE SLYDEMENTS: THE POHOWING DIONBROUS LEISTING TO THE MORESTO SE IF

the Unitarial Agreement The merument shall constitute a security agreement to the extent enty of the Property and Constitutes in the ingrits of a secured party under Security Agreement to the extent enty of the Property and the Property agreement to the extent enty of the Property of

Security interest. Upon request by Lender, Granton shall ensouse linearcing statements and take whatever other actions as requested in the Harts and continue Lander's security interest in the Harts and Property records, Lender may, at say hersonal Property records, Lender may, at say hersonal Property in addition from Granton, file executed counterpants, copies or reproductions of this Mongage as a francting statement. Granton shall reinfour to all expenses uncurred in perfecting or continuing this security interest. (Ipon detaut, Granton shall assemble the Personal Property in a manner and continuing this piece continuing the personal Property in a manner and a piece continuing the convenient to Lander and make it existing these to Lander within these to Lander within these to be presented.

after receipt of written demand from Lecolal at a place reasonably converient to Granton and Lender and make it available to Landon within three (3) days

Addresses. The mailing addresses of Carner (debtor) and Lender (secured party), from which informagion concerning the security market grained by the Montgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Montgage.

attorney-in-fact are a pairt of this Mortgage. FURTHER ASSURANCES; ATTORNEY-IN-FACT. The Tollowing provisions : elating to further assurances and

Figures mass strongs. At any cite, and make, or desire-point topocate or to Lender's desirations, and makes and makes recorded, or calculate or to Lender's designees, and makes and selected to the case may be, at auch since and calculates to be filled, recorded, refilled, or calculated as the case may be, at auch silled as the case and blacks as Lender may deem appropriate, considering a function of Lender of Silled as the case and other documents as may, in the sole calculate, instruments of surface in order to effectuate, complete, and other documents, in the sole calculate, or preserve (a) the case or declaration under the Creates or designed by the Creates or the Property, whether the particulation or the Property or the Further Assurances. At any time, and from time to time, when tequest of Lender, Grantor will make, execute

Mortgage on the Property, whether now owned or hereafter acquired by Granics and expenses and expenses in connection with the methers referred to in this paragraph.

Adestray—in-Feel. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender way member to be necessary appoints Lender as Grantor's attorney—in-fact for the purpose of mainto, sercuting, delivering, sercuting, and doing all other things as attorney—in-fact for the purpose of mainto, sercuting, delivering, sercuting, and doing all other things as may be necessary or desirable, in Lender as some opinion, to according, and doing all other the purpose of mainto, sercuting, the maintoin of purposes.

EURIL PERPORMANCE. If Carator pays all the indebtedness when due, terminoles the creak line accesses, and otherwise performs all the evidences when due, terminoles the creak line accesses, and otherwise performs all the collections why the indeptedness when due, terminoles the creak line accesses, and delivers to Carator at the collection of this Mortgage, Lander shall entering the collection of the Mortgage and suitable estimated by Lander the frequence of the frequency of carator whether voluntarity or cabonizate by Lander from time to Sarator and pays applicable tary research of any subjects the carator under any federal or state bendurative body having lumination of any similar person under any federal or reset bendurative by Lander flow or the transfer to Sarator, whether voluntarity or campromise of any claim trader by Lander flow any trader to the indeptedness and the frequency or to any similar person under any federal or state bendurative body having lumination and carator or compromise of any claim trader by Lander flow any claim and the frequency of the indeptedness and the frequency of the indeptedness that the condition of the frequency of the indeptedness and the Property will continue to be effective or shall be remained by Lander flow any claim or the property or to the indeptedness and the Property will continue to be effective or shall be remained by Lander flow in the fractionary or to the indeptedness and the Property will continue to secure the amount repaid or received to the supplies any subject or the supplies and the Property will common or the indeptedness or to this Mortgage.

Before any and any content or compromise relating to the fraction of details ("Event of Details"). Indeptedness or to this Mortgage.

DEFAILT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Montgage: (a) Grangor commits fraud or makes a material mineepresentation at any time in conspecient under this account. This can include, for example, a tales statement about Grandor's incomes, estable, with the credit line account. This can include, for example, a tales statement about Grandor's incomes, estable,

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tiabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of snother lien, or the use of funds or the dwelling for prohibited purposes.

FUGITS AND FIEMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rema. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rema, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's coats, appins the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to regotiate the same and collect the proceeds. Payments by tenants or offer users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Martgage in Possession. Level, shall have the right to be placed as mortgagee in possession or to have a remainer appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over ano chove the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedes, Entitler shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Atterneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mongage. Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' tres at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Credit Agreement. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally

ROTNARD

CHANTOR AGREES TO ITS TERMS.

EVCH CHYNLOW VCKNOWLEDGER HVANNE HEVD VIT JHE BROAIRIOKR OF THIS NOWLEWGE, AND EMIN

Waters and Consents. Lender shall not be deered to have waved 2ny north under this blondage for sinder the finishers and Consents. Lender shall not be deered to have waved 2ny north consents. We deling or entirely on the exercising any right shall operate as a waiver of such right or any other north that the exercising any right shall operate a waiver of such right or any other north that the forestend and consent of a provision. No provision, the provision of the provision of the provision with that the forestend or any of consisting or any of consisting or any of consents and the same and consent of any of consents and any of consents and any of consents and any of consents and any of consent of any of consents and any of consents any of consents and any of consents and any

Winter of Homesthead Etemphism. Grattor heraby releases and maives all rights and bondine of the homesthead investigates. There he all the Exercises. Time is of the ecuence in this performación of this Margage.

Successors and Assigns. Subject to the find thins stated in this Montgage on transfer of Granton's interest, the Montgage on transfer of Granton's interest the Montgage on transfer of Granton, transfer the Montgage and statement to Granton, Tanden, without to Granton, Montgage and the Independence by way of may deal with Granton's successors with relative from the Montgage and the Independence by way of the Montgage or Assistance or Sabathy under the Property of the Montgage or Sabathy under the

Severability. If a count of competent juradiction finds any provision of this Mongage to be inveiled or unwitorceable as to any obvision of circumstance, such finding shall not render that provision shall be unwitorceable as to any other persons or circumstances. If teasible, any such offending provision shall be unwitten that limits of enforceability, however, if the observation shall be deemed to be within that limits of enforceability, however, if the observation provision shall be undiffied, it shall be stricker, and all other magnitudes in all other respects shall

Multiple Perhee. All cities thors of Grantor under this Mortgage shall be joint and several, and all resembles to Granton shall mean each of the persons signing below its responsible for all obligations in the Mortgage.

Mergen. There may be no marger of the interest or estate created by this Morgage with any other interest or estate in the Proposity, without the benefit of Lender in the Proposity, without the benefit of Lender in the proposition of Lender.

Cappen Harmage. Caption headings in this Mongage.

illimole. This Montgege shall be governed by and construed in accordance with the laws of the fittle of Applicable Law. This Manhege has been delivered to Leador and accopied by Lander in the Male all

Amendments. This Morgage together with any Relited Documents, constitutes the entire understanding and sevenesments. This Morgage is to the entire as to the memorial to this sevenesment of the parties as to the memorial to the first horizone. No she shall be effected to the sevenesment in writing and signed by the party or parties sought to be charged or amendment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

recognized overnight course, or, if mailed, shall be deemed effective when deposited in the United States mell first class, certified or registered meil, postage prepaid, directed to the addresses shown near the beginning of the bodiese to have being formal written notice to the addresse. Any party may change its addresse to notice is to change the party's addresse. All copies of notices of forechosure from the holder of any lies which has priority over this Mongage by giving formal written notice to forechosure from the holder of any lies addresse. All copies of notices of forechosure from the holder of any lies which has priority over this Mongage shall be sent to Lander's Addresse, as afterior of Grantox's current addresse. For notice purposes, Grantox agrees to keep Lander informed at all times of Grantox's current addresse.

(Continued) **3DADTROM**

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07-17-1998 Loan No

(Continued)

Page 9

LUANE K. WILKEN

INDIVIDUAL ACKNOWLEDGMENT	
COUNTY OF BOOK	OFFICIAL STALT OFFICIAL STALT CYNTHIA A MUFARRETH CHART FUBLIC STATE OF ILL MOB CHART SION EXPRISES TO BE CONTROLLED TO CON
WILKEN, to me known to be the individuals desc they signed the Mortgage as their free and volunt	Public, personally appeared ROY A. WILKEN and LUANE K cribed in and who executed the Mortgage, and acknowledged that tary act and deed, for the uses and purposes therein mentioned. The day of Galy, 1998. Residing at Harrin Cark.
Notary Public in and for the State of	Lnuis
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24a	a (c) 1996 CFI ProServices, Inc. All rights reserved.

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LEGAL DESCRIPTION:

LCT 6 IN BLOCK 129 IN HOFFMAN ESTATES X, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; PART OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, PANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE ABOVE DESCRIBED PROPERTY WHICH LIES NORTH OF THE SOUTH LINE OF HIGGINS ROAD; TOGETHER WITH RESUPTIVISION OF PART OF LOT 1 OF BLOCK 22 IN HOFFMAN ESTATES II, BEING A SUBDIVISION OF THAT PART LYING SOUTH OF HIGGINS ROAD (AS THE ROAD EXISTED ON AUGUST 30, 1926) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 MORTH, RANGE IT PAST OF THE THIRD PRINCIPAL MERICIAN AND OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND TH EA MERIDIAN.

OF COUNTY CLOTHER OFFICE THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 07-14-310-006

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