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1999-02-26 14:24:08

Cook County Recorder 33.00

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This document was prepared by:
D. JENKINS/BAXTER CREDIT.....
UNION.....
.....

When recorded, please return to:
1425 LAKE COOK RD.....
DEERFIELD, IL 60015.....
.....

State of Illinois

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is January 27, 1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: ELIZABETH R. HANNAWAY
1803 LAUREL DR.
MOUNT PROSPECT, IL 60056

7
PAUL M. HANNAWAY
CO-TRUSTEES OF THE PAUL M. AND
ELIZABETH R. HANNAWAY TRUST AGREEMENT
DATED 11/17/95,

LENDER: BAXTER CREDIT UNION
Organized and existing under the laws of the state of Illinois
1425 LAKE COOK RD
DEERFIELD, IL 60015

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:
Refer to exhibit 'A' which is attached hereto and made a part hereof.

The property is located in COOK at
(County)
..... 1803 LAUREL DR., MOUNT PROSPECT, Illinois 60056
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
A NOTE BEARING THE SAME DATE AND TERMS

Lender or Lender's option, at Lender's sole discretion, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for

PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement or prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the property.

8. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition.

7. **DOE ON SALE OR ENCUMBRANCE.** Lender may, at his option, declare the entire tract of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any Lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.R. §91), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security instrument is released.

CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, lenses, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Landlord may require Mortgagor to provide copies of all notices that such amounts are due and the receipts evidence Mortgagor's payment. Mortgagor will title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

A. To make all payments when due and to perform or comply with all covenants.

5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security interest or encumbrance on the Property, Mortgagor agrees:

1. PAYMENTS. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

This Security Institute will not secure any other debt if it underfalls to give any required notice of the right of rescission.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liability for overdrafts relating to any deposit account between Mortgagor and Lender.

All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security instrument whether or not this Security instrument is specifically referenced. If more than one person signs this Security instrument, each Mortgagor agrees that this Security instrument shall secure all future advances and future obligations that are given to or incurred by any one or more Mortgagors and other persons that are given to or incurred to or incurred by any one or more Mortgagors or any one or more Mortgagors and others. All future advances and other future obligations are secured by this Security instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured by this Security instrument even though all or part may not yet be advanced. Any such commitment must be agreed to in a separate writing.

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Legal description of property:

LOT TWO HUNDRED NINETY (290) IN BRICKMAN MANOR THIRD ADDITION UNIT NO. THREE, BEING A SUBDIVISION IN THE SOUTH WEST QUARTER ($\frac{1}{4}$) OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT REGISTERED IN THE OFFICE OF REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 19, 1965, AS DOCUMENT NUMBER 2196194.

PROPERTY ADDRESS: 1803 LAUREL DR., MOUNT PROSPECT, ILLINOIS 60056
PERMANENT INDEX NUMBER: 03-24-313-028

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the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

9. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

11. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

12. DEFAULT. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

13. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum

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17. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgage fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security instrument.

16. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordanc with any applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. Its restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretations of them concerning the public health, safety, welfare, environment or a hazardous substance, or interpretations of the term "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretations of them concerning the public health, safety, welfare, environment or a hazardous substance, or interpretations of the term "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security instrument. Mortgagor will also pay an amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security instrument shall remain in effect until released.

13. PROCESSIONS AND REMEDIES. Any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Processions are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

In payment of partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure

relating to the Property.

23. **WAVES.** Except to the extent prohibited by law, Mortgage waves all appraised and homesestead exemption rights

Notice to one mortgagee will be deemed to be notice to all mortgagees.

22. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing.

Image is of the essence in this Security Instrument.

21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the property is located. This Security Instrument is complete and fully integrable. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. The singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret the terms of this Security Instrument.

20. JOINT AND INDIVIDUAL LIABILITY; CUSIGNERS; SUCCESSORS AND ASSIGNS ROUND; All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgagee's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument and Mortgagor does not agree to waive any rights that may prevent Lender from bringing any action between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may consent, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assignees of Mortgagee and Lender.

9. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to Lender upon request, any additional documents or certificates that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Interest in and Lender's lien status on the Property.

18. ESCROW FEE, TAXES AND INSURANCE. If otherwise provided in a separate agreement, mortgagee may be required to pay to Lender funds for taxes and insurance in escrow.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or shorten the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not exceed the amount of any payment due under the Note. Any excess will be paid to the holder of the Note.

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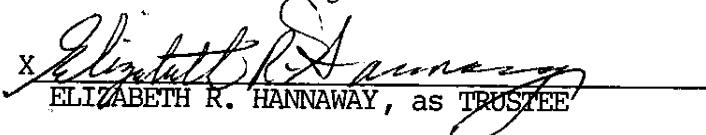
24. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 17,324.80..... This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

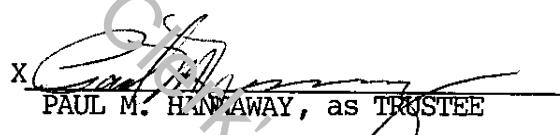
25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - Condominium Rider Planned Unit Development Rider Other
- Additional Terms.**

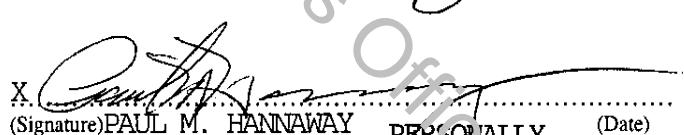
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

- If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

X 
ELIZABETH R. HANNAWAY, as TRUSTEE

X 
PAUL M. HANNAWAY, as TRUSTEE

X 
(Signature) ELIZABETH R. HANNAWAY, PERSONALLY
(Date)

X 
(Signature) PAUL M. HANNAWAY, PERSONALLY
(Date)

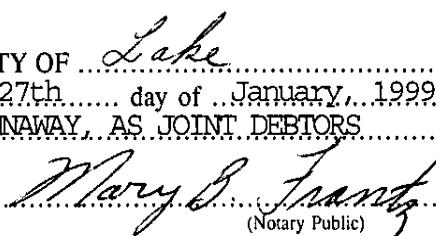
ACKNOWLEDGMENT:

(Individual) STATE OF Illinois, COUNTY OF Lake, } ss.
This instrument was acknowledged before me this 27th day of January, 1999.....

by ELIZABETH R. HANNAWAY and PAUL M. HANNAWAY, AS JOINT DEBTORS.....

My commission expires:

(Seal)


(Notary Public)

