0 3 6 0 3 2 4 4

### RIDER

Theis mortgage is executed by Heritage Bremen Bank & Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed by creating any liability on Heritage Bremen Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser, or guarantor.

Heritage Bremen Bank & Trust Company, not personally but as Trustee, under Trust No. 80-1845

DaTED: October 10, 1980

ix: Melley G. Jung

ATTEST:

Assistant Segretary

3603240

UNOFFICIAL COPY 3 5 0 3 2 4 4

#### RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warrancies, indemnities, representations, covenants undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and introded not as personal warranties, indemnities, representation, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding only the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee nor in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Heritage Bremen Bank & Trust Company under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant undertaking or agreement of said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

> Heritage Bremen Bank & Trust Company, not personally but as Trustee under Trust No 80-1845 Date: October 10, 1980

DV.

Senior Vice President/Trust Officer

ttest: Xlava

Assistant Secretary

3603244

Property of Cook County Clerk's Office

Account Number\_ 3/24/87

The undersigned Creditor and Borrowers agree that the following checked paragraph shall be incorporated into the Mortgage signed by them as part of the loan transaction described above.

( ) MORTGAGE	
PREPAYMENT PENALTY: If this loan is p set forth below, Borrowers agree to pay Penalty shall be in an amount equal to th below as being applicable to the period of	e percentage of original Principal listed
% if prepaid on or before	, or
% if prepaid after	but on or before; or
% if prepaid after	but on or before
( ) MORTCAGE VARIABLE RATE	
Borrower shall have the right to prepay regular installment date, upon payment of	this Note either partially or in full on any a prepayment premium as follows:
(a) If prepayment is made on or b shall be to the full prime hereof;	efore , 19 , the premium ncipal amount of this Note shown on the face
or before , 19 principal amount of this Note s	e date specified in subparagraph (a), but on the premium shall be to the full hown on the face hereof; provided, however, if prepayment is made after,
(X) MORTGAGE (COMMERCIAL ADJUSTZELE	RATE)
_5_% if prepaid on or before 5/1/8	8. ; or
3 s if prepaid after 5/1/88	but on or before 5/1/89 ; or
	but on or before 5/1/90
( ) MORTGAGE (COMMERCIAL ADJUSTABLE	RATE
PREPAYMENT PENALTY: Borrowers agree to of the original Principal if they prepay the date of this loan, or a Prepayment Pe Principal if they prepay this loan in full this loan but withinyears of the date	o pay a Prepryment Penalty equal to \$ nis loan in full within years of nalty equal to \$ of the original or more sears after the date of
Bremen Bank and Trust Co, as trustee	24
under trust agreement dated October 9, 1980 and known as Trust #80-1845	$O_{x_{\alpha}}$
Borrower (Corporation/Partnership Name) PER ATTACHED RIDER	
By: Charles President Trust Officer	Borrower (Seal)
By: Gene O Glanna	Borrower (Seal)
Its Assistant Secretary	Person signing below has granted Creditor a security interest in property securing this loan, but does not personally promise to repay this loan.
Wells Fargo Credit Corporation	
By: Koletet	

L14.29

3803544

state of Illinois, county of cook

tracoge

THE UNDERSIGNED

Lot 800 in DUVAN'S RIDGELAND RESIDENTIAL SUBDIVISION in the North 1/2 of the Southeast 1/4 of Section 18. Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on August 3, 1977 as Document No. 2956739, and Certificate of Amendment registered on June 26, 1979 as Document No. 3100420.

ALSO

3603244

Subject To.

The GRANTOR also hereby grants to the TRUSTEE its successors or assigns as rights and ensements appurtenant to the above described real estate, the rights and ensements for the benefit of said property over OUTLOT 1 and as set forth in the Plat registered in the Office of the Registrar of Titles of Cook County, Illinois as Document No. 2956739, and as set forth in the Declaration of Covenants, Restrictions and Ensements filed August 5, 1977 as Document No. LR 2957393, and Certificate of Amendment registered on June 26, 1979 as Document No. 3100420, and Certificate of Amendment filed July 30, 1979 as Document No. LR 3107583, and the GRANTOR makes this conveyance subject to the ensements and agreements reserved for the benefit of adjoining parcels in said Plat, which is incorporated herein by reference thereto for the benefit of the real estate above described and adjoining parcels.

(CTIS) (CTIO) (C

Bremen Bank and Trust Co, as trustee under trust agreement dated October 10 1980 and known as Trust #80-1845

Ex. allet a. tholo

Senior Vice President/Trust Officer

3603244

This rider is hereby attached to and made part of a certain mortgage in favor of Wells Fargo Credit Corporation in the amount of \$328,000.00 and dated 3/24/87.

LEGAL DESCRIPTION AS FOLLOWS:

"A" TIBIHX3

* <u></u>	3/24/87	DATE
01500000549-9	иливек	типоээл
Bremen Bank and Trust Co, as trustee under trust agreement dated October 10 1980 and known as Trust #80-1845	HAN (2)5	CUSTONE

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p.m., Central time, on the last day at a period of there is no grace period applicable to a particular breach or violation, the Event of Default will occur under this life the grace period of the allowage and shall contain the following information: (1) the nature of the Borrower's breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his credit under this Mortgage after acceleration.

- Events of Default. Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default, (Applicable grace periods are set forth parenthetically after each event.) The events are: (1) Borrower falls to pay when due any amounts due under the Note or this Mortgage (30-day grace period); (2) Borrower feils to keep the covenants and other promises made in the Note (no grace period); (3) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application (no grace period) or made any false or misleading statements on Borrower's credit application (no grace period); (4) Borrower dies or changes his or her marital status and transfers Borrower's Interest in the Property to someone who either (i) is not also a signatory of the Note (no grace period), or (ii) is a signatory of the Note if such transfer, in Lender's reasonable judgment, materially impairs the security for the credit described in the Note (no grace period); (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within 60 calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace period); (6) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (7) Borrower further encumbers the Property, or suffers a lien, claim of lien, or encumbrance against the Property (30 day grace period in which to remove the lien, claim of ilen, or encumbrance); (8) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Note or whose lien has or appears to have any priority over the lien hereof (no grace period), or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property (no grace period); (9) Borrower fails to keep any controvenant contained in the Note or this Mortgage not otherwise specified in this paragraph 15 (10 day grace period, unless the falles to by its nature not curable, in which case no grace period or, if another grace period is specified in the Note or this Mortgage that grace puriod shall prevail).
- 16. TRANSFER OF THE PROFERTY. If the Borrower, or beneficiary of a Trust, if any, sells, conveys, assigns, or transfers, or promises or contracts to sell, convey, assign, or transfer, all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Projecty, or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involunts, ily, including without limitation sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounted of the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable as set forth in the Note, Failure to pay such indebtedness within 30 days after the notice to Borrower of such acceleration shall constitute an Event of Default.

As an alternative to declaring all sums secured by this Morter to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to close of the sale or t ansfur or the promise to sell or transfer, to the transferee's assumption of the outstanding obligation under the Note on terms satisfactory to Lender. Lender's acceptance of the transferee's assumption of the obligation under the Note shall not release Borrower from any of its obligations under the Note and Mortgage, and Borrower shall assume the status of the guarantor of the Note until paid in full. Bor over understands that Lender will not permit the assumption of the outstanding balance under the Note in any event and will declare the antire outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see paragraph 17 of this Mortgage), unless (i) Borrower has submitted to Lender a written acknowledgement from the transferees that the transferee has received (a) a copy of the Note and Mortgage, and (b) notice of the amount of Borrower's outstanding principal balance, (ii) Borrow r his submitted to Lender a written acknowledge ment from transferee that transferee has received such material and understand, that Lender's security interest reflected by this Mortgage will remain on the Property until the entire outstanding principal balance of the date of such sale or transfer or promise, together with accrued interest and other charges, is paid in full; (iii) Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthinass of the transferee as if a new loan were being made to the transferee; and (iv) Lender does not, in its sole opinion, believe that (A) its recurity will be impaired or (B) a breach of any promise or agreement in this Mortgage will occur or (C) such transfer will permit the acculoration of any loan which has priority in right of payment over the indebtedness evidenced by the Note. The transferee and Borrower shan retain the right to repay the "Note before the Due Date, in whole or in part, at any time without premium or penalty.

- 17. ACCELERATION: REMEDIES. Upon the existence of an Event of Default, Lender may, at its sole option, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the amadies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.
- 18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security under this Mortgage, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 of this Mortgage or the occurrence of an Event of Default under this Mortgage or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 of this Mortgage, or abandonment, Lender, at any time without notice, in person, by agent, or by judicially appointed receiver, and without regard to adequacy of any security for the indebtedness secured by this Mortgage, shall be antitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such notice;

- 19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all cost of recordation, if any.
- 20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale, and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as set forth on page one of the Mortgage.

6. PROTECTION OF LENDERS SECULTY. 14-By lower fails to perform the coursets and agreements contained in this Mortgage or in any action of proceeding is commenced which affects become interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 of this Mortgage, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorneys' fees, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

- 7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency. Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other thing of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage. Borrowe agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is the eby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.
- 9. BORROWER NOT RELEASED: FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments of the han according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted in this Mortgage or under the Note shall not operating release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successor in interest. Lender shall not be deemed, by any act of ommission or commission, to have waived any of its rights or remedies under this Mortgage unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the Note.
- 10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERIFIEL LIABILITY; CO-SIGNERS. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective successors, heirs, legates, devisees, and assigns of Lender and Borrower, subject to the provisions of paragraph 16 of this Mortgage. All covenants and agreements of Borrower (or Borrower's successors, heirs, legates, devisees, and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encurrow that Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower under this Mortgage may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that derrower's consent and without releasing that (1) Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 11. NOTICES. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) provided for in this Mortgage shall be given by hand-delivering it addressed to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) at the Property Address or a such other address as Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) may designate by written notice to Londer as provided in this Mortgage; and (b) any notice to Lender shall be given by registered or certified mail to Lender at Park Place, 509 in TC Blvd., Suite 400, Englewood, Colorado 80111 or to such other address as Lender may designate by written notice to Borrower, for to Borrower's successors, heirs, legatees, devisees, and assigns which have provided Lender with written notice of their existence and address) as provided in this Mortgage. Any notice provided for in this Mortgage shall be deemed to have been given on the date not delivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11.
- 12. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal, or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used in this Mortgage, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited in this Mortgage.
- 13. BORROWER'S COPY. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation of this Mortgage.
- 14. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Note or which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively, or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

#### 15. EVENTS OF DEFAULT

a. Notice and Grace Period. An Event of Default will occur under this Mortgage upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation of Borrower's covenants under the Note and upon Borrower's failure to cure such breach or violation, and to provide Lender, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice is given, and expires at 11:59

in the index rate. If the new index into is lower than the previous index rate of an adjustness detry, the Agreed Rate of Charge paid by Borrowers will be decreased by an unusual equal to the amount equal to the index rate on this loan were 10.00%, and the rate spread were 5.00%, the Agreed Rate of Charge would be 25.00%. If you the next adjustment date, the index rate were to increase to 12.00%, the Agreed Rate of Charge would increase to 17.00%. Unless the box in front of the Limitation on Changes in Agreed Rate of Charge paragraph below is checked, the Agreed Rate of Charge will always be equal to the index rate plus the rate spread. If the box in front of the Limitation on Changes paragraph is checked, the Agreed Rate of Charge will always be equal to the index rate in effect at the time plus the rate spread unless the change required at the time of an adjustment date would be greater than that permitted by the Limitation on Changes paragraph.

LIMITATION ON CHANGES IN AGREED RATE OF CHARGE: If this box is checked, the Agreed Rate of Charge will not increase or decrease by more than <a href="https://www.nc.nc/a...%">n/a...%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any one adjustment, or by more than <a href="https://www.nc.nc/a...%">5.0.%</a> % per year at the time of any or by more than <a href="ht

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges or other charges imposed under this Note.
- 2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage she's be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 26 of this Mortgage, then interest payable on the Note, then to other charges payable under the Note, and then to the principal of the Note.
- 3. PRIOR MORTGAGE'S AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage aced of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, as eramonts, and other charges, fines, and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of trust) on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.
- 4. HAZARD INSURANCE. Borrower shall, it its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall main an Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the less in of: (a) the maximum insurable value of the Property; or (b) the amount of the credit secured by this Mortgage plus the outstanding armount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satirfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Sorrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within 10 calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and under Lender may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust, or other security agreement with a lien which has or appears to to have any priority over this Mortgage, the amounts collected by Borrower or Lender under the hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage and in such case, as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby it evolutions and authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this 'Ac gage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within 30 calcold in days from the date notice is malled by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOP-MENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees, or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or a planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or a planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part of this Mortgage.

MMERCIAL ADJUSTABLE RATE

Bremen Bank and Trust Co, as trustee THIS MORTGAGE is made by and between. dated October 10 1980 and known as Trust #80-1845

(herein "Borrower"), and WELLS FARGO CREDIT CORPORATION, whose address is 1931 N. Meacham Road, Suite 360, Schaumburg, Illinois 60195 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants, and mortgages unto Lender and Lender's successors and assigns, the following described property located in the \_\_\_\_ Cook \_, County of \_\_

SEE EXHIBIT "A" ATTACHED HERETO AND BY REPERENCE MADE A PART HEREOF.

28-18-408-008 and 28-18-408-010

Permanent Parcel No.:

1-128588 B 3-50-81 Donnton what brough of

:!!inois (herein "Property Address");

which has the address of 15801 & 15813 Aspen Dr., Oak Forest, That property is not residential real estate and therefore the following prepayment penalty from

the Promissory Note applies See Addendum "A" attached hereto and by reference made a part TO HAVE AND TO HOLD such presently unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues, and alleys argaining the Property, and rents (subject however to the rights and authorities given in this Mortgage to Lender to collect and apply such rence), royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be dearned to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasthaid estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute p fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agrizement under the UCC for the purpose of creating a security interest in such Property, which Borrower hereby grants to Lender as Secured Pr. cy (as such term is defined in the UCC);

To Secure to Lender on condition of the repayment of the indelite iness evidenced by a Note of even date herewith in the principal sum of U.S. \$ 328,000.00  $\underline{\phantom{a}}$  , with interest as stated therein, t is principal balance of the indebtedness, if not sooner paid due 4/01/02 and pavable on .: the payment of all other sums, with interest thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained in this Mortgage and in the Note.

Notwithstanding anything to the contrary herein, the Property shall include all of B prower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a lear-hold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall bite in to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey, and mortgage the Property, and that the Property is unencumbered except for encumbrances of ricord. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demailds, Jubject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Agreement calls for an "adjustable rate." In this regard, the paragraphs of the Note set forth verbatim below relate to the adjustable rate:

PR	INCIPAL	INTRODUCTORY AGREED RATE OF CHARGE  (In effect untiln/a		AGREED RATE OF CHARGE (in effect after expiration of intro- ductory Agreed Rate of Charge. See below for explanation of how this rate will be adjusted.)	
\$	328,000.00	n/a	% per year.	9.86	% per year.

INCREASES OR DECREASES IN AGREED RATE OF CHARGE: Borrowers agree that the Agreed Rate of Charge shown above is subject to increase or decrease based on changes in the monthly average yield of the United States Treasury securities adjusted to a rity of year(s), which is the "index" for this loan. The average yield on the index during <u>January</u>, was 6.64 %, which is the "index rate" for this loan. The A constant maturity of 87 \_\_%, which is the "index rate" for this loan. The Agreed Rate of Charge shown above is equal to the index 19. \_%, which is the "rate spread" for this loan. The Agreed Rate of Charge will increase or decrease on rate plus , 19 92, and on that date every 60 th month thereafter, which are the "adjustment dates" for this loan. On each adjustment date, a new index rate will be fixed, based on the monthly average yield of the index as determined during the second month preceding the month in which the adjustment date occurs, as fixed by the statistical releases of the Board of Governors of the Federal Reserve System. On each adjustment date, a new Agreed Rate of Charge will be established, and will be equal to the new index rate plus the rate spread, truncated to the second decimal point. Thus, if the new index rate is higher than the previous index rate the Agreed Rate of Charge paid by Borrowers will be increased by an amount equal to the amount of the increase

- 21. INCORPORATION OF TERMS, All of the terms, conditions and provisions of the mote are by this reference incorporated to this Mortgage, as if set forth in rull. Any event of Default under the Note that constitute an Event of Default under this Mortgage without further notice to Borrower.
  - 22. TIME OF ESSENCE. Time is of the essence of this Mortgage and the Note.
- 23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of the information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at Park Place, 5690 DTC Blvd., Suite 400, Englewood, Colorado 80111 (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including, but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.
- 24. TAXES. In the event of the passage after the date of the Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.
- 25. WAIVER OF CT TUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stry, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim in ough or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any forecourse of lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order of decree of foreclosure, pursuant to rights granted in this Mortgage, on behalf of the Mortgagor and each and every person acquiring any interest in or title to the Property described in this Mortgage subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.
- 26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Martgage or enforce any other remedy of the Lender under this Mortgage or the Note, there shall be elicited and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maint mance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Nortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower with interest thereon at the default interest rate.

27 CACTIONS. The caption of this	Mortage are for convenience and	d raference only. They in r	o way define, limiter describer
the scape was tent of this Mortgage. In an John with the singular number in	is cortgage, whenever the control		ne gender includes the emissine
and the singular number in	· ·	ω <u>ω</u>	6 C
IN WITHES ON FACTOR , Borrower has e	xecuted this Mortgage.		74.5
Treen Bank and Trust Co. a	s tfustee under r 1671980 and	32	<b>.</b>
known as Trust #80-1845	<b>~</b>		DATE:
DER ATTACHED RIDE	R. J. J. M.	श्रम्भावता है।	
allier Contra			TA DATE: 3/04/8
Senior Vice Project /Trus	t Officer , with ()	Winsabtant Secret	ary Adale: 5
STATE OF ILLINOIS	1 Hat C no La	Let £1	
COUNTY OF	<b>)</b>		Co
COUNTY OF	1		CA
The foregoing instrument was acknowl	edged before me this	day of	, 19
by Bremen Bank and Trust Co. known as Trust #80-1845.	as trustee under trus	t agreement dated	October 10 1980 and
	<u></u>	Notary	Public
My Commission Expires:	WELLS FARGO CREDIT COR	₽,	
This instrument prepared by:	One Century Centre 1750 E. Golf Rd., Suite 150 Schaumburg, Hilnols 60173		
When recorded, return to:	WELLS FARGO CREDIT C	ORP.	

One Century Centre 1750 E. Golf Rd., Suite 150 Schaumburg, Minole 60173

Property of Country Clerk's Office

WELLS FARGO CREDIT CORP. One Century Centre 1750 E. Golf Rd., Suite 150 Schaumburg, Illinois 60173

WELLS FARGO CREDIT CORP.
One Century Centra
1750 E. God Rd., Sulte 150
Schaumburs, Wincle 60173