This Document Prepared By: GLEN E. SHORT
(Please return to) The Larkin Bank
1600 Larkin Avenue
Elgin, Illinois 60123

MAIL TO:

3755262

MORTGAGE

This is a Mortgage made this 4TH day of NOVEMBER 19 88, between ALAN R. CANNATARO AND CYNTHIA A. CANNATARO, MARRIED TO EACH OTHER ("Mortgagor") and The Larkin Bank, an Illinois banking corporation, its successors and assigns ("Mortgagee").

RECITALS

This Agreement provides for advances and readvances of credit to the maximum amount of FORTY THOUSAND & NO/100---------- Dollars, ($40,000.00) as evidenced by the note of even date herein made by Mortgagor (the "Note") and payable in accordance with the terms and conditions stated therein, with the balance of the indebtedness. All future advances and readvances of credit made pursuant to this mortgage shall have the same priority as the original mortgage.

THEREFORE, mortgagor, in consideration of the indebtedness, and to secure payment thereof and of all other sums required by the terms of the Note or of this mortgage to be paid by Mortgagor and to secure the performance of the terms, covenants and conditions contained herein or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or of any note given in substitution thereof, (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this Mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns all of the real estate legally described as:

LOT TWO THOUSAND ONE HUNDRED FIFTY SEVEN------(2157)
IN LANCER 21, UNIT 2, BEING A SUBDIVISION IN THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 30, 1977 AS DOCUMENT NUMBER 2970951.

Address of Property: 127 LEWIS COURT
SCHAUMBURG, ILLINOIS 60193

Permanent Real Estate Index Number: 07-22-406-032

situated in COOK COUNTY, ILLINOIS (which together with the following described property is sometimes herein referred to as the "premises"):

A. All right title and interest of Mortgagor, including an after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and the alleys adjoining the premises;

B. All tenements, hereditaments, easements, appurtenance, and privileges in any way now or hereafter appertaining.

C. All buildings and improvements of every kind now or hereafter erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagor used or useful in the operation of the real estate, and all renewals or replacements thereof and substitution thereof, whether or not the same are or shall be attached to said building or buildings in any manner; all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall, so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this mortgage to be real estate, and covered by this mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code) this mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Secured Party, (as such term is defined in the Uniform Commercial Code).

To have and to hold the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does hereby expressly release and waive.

COVENANTS

1. Mortgagor covenants and agrees:

a. To pay, when due, all sums secured hereby.

b. To keep the premises in good condition and repair and not to commit or permit waste thereon.

c. To keep the building now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, and companies and in sums satisfactory of Mortgagee. All insurance policies shall be held by and be

payable to Mortgagee as its interest may appear. At least fifteen (15) days before the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.

d. Except to the extent money shall have been deposited and shall be available for payment of taxes under the succeeding provision of the paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches thereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises, or any part thereof, and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim.

Upon request from Mortgagee, Mortgagor will thereafter pay to Mortgagee, on each date on which payment is due under the Note, such amount as Mortgagee may from time to time estimate will be required to pay (before the same become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagor shall procure and deliver to Mortgagee, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured hereby and in refunding any part of such amounts, Mortgagee may deal with whomever is represented to be the owner of the premises at that time.

e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purpose(s).

f. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this mortgage.

2. Mortgagor hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails thereunder to Mortgage.

3. Mortgagor hereby assigns and transfers unto Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking of or injury of the premises under power of eminent domain or acquisition for public use or quasi-public use, and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees

shall be paid to Mortgagee and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

4. All monies received by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use, or (c) from rents and income, may at Mortgagee's option without notice, be used (i) toward the payment of the indebtedness secured hereby or any portion thereof whether or not yet due and payable; (ii) towards reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by Mortgagee not used will be paid over to Mortgagor.

5. In the event of a default by Mortgagor in the performance of any agreement of Mortgagor hereunder or under any other instrument given as security in connection with this transaction or in any payment provided for herein or in the Note, or if (a) there is a default in any prior mortgage affecting the premises for a period of thirty (30) days, (b) there is an advance to Mortgagor under the terms of any prior open-end mortgage without the written consent of Mortgagee, (c) Mortgagor shall become bankrupt or insolvent, or file a petition in bankruptcy or a voluntary petition to reorganize or to effect a plan or other arrangement with creditors or make an assignment for the benefit of creditors or have a receiver appointed, (d) the mortgaged premises or any part thereof is attached, levied upon or seized, (e) any of the representations, warranties or statements of Mortgagor herein contained are incorrect or (f) Mortgagor abandons the mortgaged property, or sell or attempt to sell all or any part of or any interest in the premises, then, and in any of such events, at Mortgagee's option, the whole amount thereby secured shall become immediately due and payable without notice or demand and this mortgage may be foreclosed accordingly. If Mortgagor should abandon the mortgaged property, Mortgagee may take immediate possession thereof with or without foreclosure.

6. If any of Mortgagor's covenants or agreements herein contained are not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrance, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim or redeem from any tax sale or forfeiture affecting the premises or contest any tax assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien hereof shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon as provided in the Note secured hereby.

7. In the event of foreclosure of this Mortgage, Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee therein or in connection with any proceeding to which Mortgagee is a party by reason of this Mortgage. Mortgagor will pay Mortgagee, in addition to other costs a reasonable fee for title evidence prior to and after the filing of foreclosure and the preparation of such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold.

8. Every maker or other person liable on the Note shall remain primarily bound (jointly and severally, if more than one) until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural, the singular and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note of this Mortgage.

9. No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy herein conferred or now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in any exercise of any Mortgagee's rights hereunder shall preclude the subsequent exercise thereof and no waiver by Mortgagee of any default of Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence of this Mortgage.

10. Any notice required by this mortgage or by law, shall be sufficiently given if sent by certified mail, postage prepaid to the addresses of the respective parties set forth above. Notices shall be deemed received on the third business day following the date of mailing.

11. If Mortgagor transfers, conveys, or assigns or attempts to transfer, convey or assign title to all or any portion of the beneficial interest on any trust which may hold title to the premises (including a collateral assignment thereof) whether by operation of law, voluntarily, or otherwise, or if Mortgagor contracts to do any of the foregoing, Mortgagee, at its option, may accelerate the maturity of the Note causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor.

Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of the paragraph in the future.

12. The terms of the Note of even date, with interest, and all renewals, extensions and modifications are hereby incorporated by reference into this mortgage.

IN WITNESS WHEREOF, Mortgagor, has executed this mortgage the day and year first above written.

ALAN R. CANNATARO

CYNTHIA A. CANNATARO

3755262

State of Illinois
County of COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that ALAN R. CANNATARO AND CYNTHIA A. CANNATARO, MARRIED TO EACH OTHER personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, This 4TH day of NOVEMBER A.D. 1988.

Notary Public

OFFICIAL SEAL
GLEN E. SHORT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 22,1991

0 3 7 5 5 2 6 2

Submitted by
Address
Promised
Deliver certificate
Address
Deliver duplicate Title
Deed to
Address
Notified

R.E.I.

REAL ESTATE INDEX GROUP
1820 P
Evanston, Il

Order # 11-515-4

3755262

3755262

DUPLICATE