FORM 4111

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO. 1455170

DATE OF SEARCH:

PRESENT PARTIES IN INTEREST:

McNAMARA, GARY JR.

McNAMARA, KATHRYN M.

6-1-M-4

RESULT OF SEARCH:

None

None 1-24-90 ff

-855880

767823

INTENDED GRANTEES OR ASSIGNEES:

-855880

CAROL MOSELEY BRAUN

1990 JAN 24 PM 1:39

COOK COUNTY RECORDER

RESULT OF SEARCH:

IDENTIFIED
No.

Registrar of Torrens Titles
CAROL MOSELEY BRAUN
Kelly

3855880

AMERICAN NATIONAL BANK OF LANSING
3115 Ridge Road
Lansing, Illinois 60438

HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of January 6, 19 90 between Gary Mc Namara Jr. and Kathryn M. Mc Namara, Married to each other ("Mortgagor") and **AMERICAN NATIONAL BANK OF LANSING**, 3115 Ridge Road, Lansing, Illinois ("Mortgagee").

ARTICLE I
DEFINITIONS

1. *Definitions.* As used herein, the following terms shall have the following meanings, applicable equally to the singular and plural forms of each term:

(a) *Agreement:* The Agreement and Disclosure for Home Equity Credit Line by and between Mortgagor and Mortgagee, dated as of the same date as this Mortgage. The agreement provides for a floating rate, open-end credit line pursuant to which Mortgagee makes Loans, as defined in the Agreement, up to the Credit Limit and Mortgagor repays Mortgagee along with monthly finance charges due, if any.

(b) *Credit Limit:* The Credit Limit, as specified in the Agreement is $ 14,750.00

(c) *First Mortgage:* The Mortgage against the Land dated December 30, 1986 and recorded in the office of Registrar Of Torrens Titles of Cook County as Document Number 3582013T

(d) *First Mortgagee:* The holder of the First Mortgage: First Savings & Loan Association Of South Holland

(e) *Fixtures:* All fixtures, including replacements and additions thereto, now or hereafter located under, on or above the Land that constitute or will constitute fixtures under the laws of the State of Illinois, and excluding any trade fixtures of any tenants under the Leases.

(f) *Impositions:* All real estate and personal property taxes and other taxes and assessments, public or private, water and sewer rates and charges, all other governmental or nongovernmental charges applicable to the Mortgaged Property, any interest or costs or penalties with respect to any of the foregoing, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which may at any time prior to or after the execution of this Mortgage, be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof.

(g) *Improvements.* Any and all buildings or structures of any nature whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(h) *Indebtedness:* The principal of, interest on and/or all other amounts, finance charges, payments and premiums due under the agreement and all other indebtedness of Mortgagor to Mortgagee under and/or secured by the Mortgage. Because this Mortgage is given to secure an open-end credit line, the term Indebtedness shall include not only presently existing Indebtedness under the Agreement, whether such Loans are obligatory or to be made at the option of Mortgagee, to the same extent as if such future Loans were made on the date of execution of this Mortgage, although there may be no Loan made at the time of execution of this Mortgage.

(i) *Land:* The real property located at 17858 Locust Avenue ~~Lansing, Il. 60438~~ and described as follows on the attached Exhibit A.

Lot Thirteen (13) in Granview Addition to Lansing, being a Subdivision of that part lying North of the Center line of the Thornton Lansing Road and West of the North and South center line of the Northeast Quarter (¼) of Section 36, Township 36 North, Range 14, East of the Third Principal Meridian of the following described tract of land, the East 32 rods of the West 96 rods of the Northeast Quarter (¼) of Section 36 aforesaid (except therefrom the Railroad Right-Of-Way, also excepting that part of Lot 4 in Martin Muetschaw's Subdivision falling therein, also excepting therefrom the West 8½ feet of the North 20.18 chains thereof)

PTN: 29-36-200-044

(j) *Leases:* Any and all leases, licenses, concessions or grants or other possessory interests granted by Mortgagor as lessor now or hereafter in force, oral or written, covering or affecting all or any part of the Mortgaged Property.

(k) *Mortgaged Property:* The Land, the improvements, the Fixtures and the Leases together with:

(1) all rights, privileges, rents, royalties, profits, mineral, oil and gas rights and profits, tenements, hereditaments rights-of-way, easements, appendages, appurtenances, riparian or littoral rights now or hereafter belonging or in any way appertaining to the Land/or the Improvements;

(2) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys, strips or gores of land now or hereafter adjoining the Land.

(3) all of Mortgagor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authority or board to the present and all subsequent owners of the Land and/or the improvements and/or the Fixtures and/or the Personal Property, including any award or awards for any change or changes of grade of any street or streets affecting the Land and/or the Improvements and/or Fixtures and/or the Personal Property, subject to Mortgagor's right to use such award pursuant to Article VIII, and

(4) all the estate, right, title, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and/or Improvements and/or the Fixtures.

The term "*Mortgaged Property*" includes any part of the foregoing property described as Mortgaged Property.

(l) *Obligations.* Any and/or all of the covenants, promises and other obligations *(other than for the payment of the Indebtedness)* including, without limitation, the payment of Impositions as provided herein made or owing by Mortgagor or others to or due to Mortgagee under and/or set forth in the Agreement and/or the Security Documents.

(m) *Personal Property:* All personal property owned by Mortgagor and located on the Land.

(n) *Proceeds:* All monies and proceeds derived from the Personal Property or from said Mortgaged Property including without limitation insurance proceeds and condemnation awards.

(o) *Rents:* All the rents, revenues, income, profits and other benefits now or hereafter arising from the use and enjoyment of the Mortgaged Property.

(p) *Security Documents.* The Agreement and all other documents and instruments now or hereafter furnished to the Mortgagee, including, but not limited to, this Mortgage, to evidence or secure payment of the Indebtedness

ARTICLE II
GRANT

2. *Grant of Security Interest.*

2.1 *Grant.* To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor does by these presents give, transfer, bargain, sell, alien, remise, release, assign, mortgage, hypothecate, deposit, pledge, set over, confirm, convey, warrant and grant a security interest unto Mortgagee in and to all estate, right, title and interest of Mortgagor in and to the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns, forever.

2.2 *Condition of Grant.* The condition of the grant in Paragraph 2.1 above is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estates and rights granted by them shall be null and void, otherwise to remain in full force and effect.

ARTICLE III
REPRESENTATIONS

3. *Representations.*

Mortgagor hereby represents to Mortgagee that:

3.1 *Validity of Security Documents:*

(a) The execution, delivery, and performance by Mortgagor of the Security Documents, and the borrowing evidenced by the Agreement, will not, to the best of Mortgagor's knowledge, violate any provision of law, any order of any court or other agency of government, or any Mortgage, indenture, trust agreement or other instrument to which Mortgagor is a party in any material respect or by which it or any of its property is bound, or be in conflict with, or will result in a material breach of or constitute *(with due notice and/or lapse of time)* a default under any such Mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Mortgagor, constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

3.2 *Other Information.* All other information, reports, papers and data given to Mortgagee, or to Mortgagee's legal counsel, with respect to Mortgagor, the Mortgaged Proper-

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NOTE IDENTITY

X
G.M.
K.M.

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ty, or the loan evidenced by the Security Documents and Correction all material facts and circumstances as may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

3.3 *Mortgaged Property and Other Property.* Mortgagor has good and marketable title in fee simple to the Land free and clear of all encumbrances except for the First Mortgage and other encumbrances of record as of the date of this Mortgage. Mortgagor will preserve its title to the Mortgaged Property and will forever covenant and defend the same to Mortgagee and will forever covenant and defend the validity and priority of the lien of this Mortgage.

3.4 *First Mortgage.* Mortgagor does hereby acknowledge that the only mortgage that is prior or, in any way, superior to this Mortgage is the First Mortgage.

3.5 *Taxes.* To the best of its knowledge, Mortgagor has filed all federal, state, county and municipal income tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns, pursuant to any assessments received by it or pursuant to law, and the Mortgagor does not know of any basis for additional assessment in respect of such taxes or additional taxes.

3.6 *Litigation.* There is not now pending against or affecting the Mortgaged Property, nor, to the knowledge of the Mortgagor, is there threatened or contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the value or operation of the Mortgaged Property.

3.7 *Environmental Indemnity.* Mortgagor shall indemnify and hold Mortgagee harmless against and from any and all loss, cost, damage, claim or expense *(including, without limitation, any and all attorney's fees or expenses of litigation)* incurred or suffered by Mortgagee on account of (i) the location on the Land or improvements of any chemical, material, substance, or contaminant *(including without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste),* the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Mortgagor or any prior owner or occupant of the Land to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

ARTICLE IV
AFFIRMATIVE COVENANTS

4. *Affirmative Covenants.* Until the entire Indebtedness shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

4.1 *Compliance With Laws.* Mortgagor shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future, laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Mortgaged Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Mortgaged Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

4.2 *Payment of Impositions.* Mortgagor shall duly pay and discharge, or cause to be paid and discharged, the Impositions. Mortgagor may exercise the option to pay the same such installments.

4.3 *Repair.* Mortgagor shall keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof.

4.4 *Insurance.*

(a) At all times during the term of this Mortgage, Mortgagor shall carry or cause to be carried policies insuring the Mortgaged Property against loss of rents or business interruption and against loss or damage by fire, theft, vandalism, malicious mischief, hazards, and such other risks as Mortgagee may from time to time require, including, without limitation, those risks included in the term "*extended coverage.*" The amount of the coverage afforded by each of the Insurance Policies *(the "Insurance Policies")* shall be in amounts reasonably satisfactory to the Mortgagee and shall be sufficient to prevent any insured from becoming a coinsurer of a partial loss thereunder, but in any case no such amount shall be less than either (1) full replacement cost of all Improvements, or (2) the outstanding Indebtedness, whichever amount is greater at the time of loss or damage.

(b) All Insurance Policies shall, at all times, be in form, substance and with companies acceptable to Mortgagee, bear a non-contributory first mortgage endorsement and such other endorsements in form and content acceptable to Mortgagee in favor of Mortgagee or as Mortgagee may request, and shall remain in force, with renewals and replacements thereof, which renewals and replacements shall be deposited with Mortgagee with evidence of payment of all premiums no later than fifteen (15) days prior to the expiration of any then existing Insurance Policy, until the Indebtedness is paid in full. Every Insurance Policy shall contain an agreement that no party thereto may terminate or modify the Insurance Policy without at least 15 days prior written notice to Mortgagee.

(c) Premiums on all Insurance Policies shall be paid by the Mortgagor and payment shall be made promptly and when due directly to the insurance carrier. Mortgagee may, but shall not be obligated to, make premium payments to prevent lapse or cancellation by reason on nonpayment of premium, and any amounts so paid by Mortgagee shall be treated as "Advances" in accordance with Paragraph 4.15.

4.5 *Application of Insurance Policy Proceeds.* In case of loss, damage or casualty to the Mortgaged Property, the proceeds of claims under the Insurance Policies covering casualty losses or damages shall be paid to Mortgagee for application, at the option of Mortgagee, either (i) to the Indebtedness, *(in the inverse order of maturity)* with the balance of such proceeds, if any, paid to Mortgagor, or (ii) to the restoration of the Mortgaged Property on such conditions and subject to such controls as Mortgagee may impose in its absolute discretion, with the balance of such proceeds, if any, applied *(in the inverse order of maturity)* against such Indebtedness. Notwithstanding any other provision of this Mortgage or the Agreement, no application of Insurance Policy proceeds to the Indebtedness shall have the effect of curing any Event of Default or extending the time for making any payment hereunder or under the Agreement. Mortgagee shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the cause of such failure.

4.6 *Restoration Following Uninsured Casualty.* In the event of the happening of any casualty, of any kind of nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Mortgaged Property, Mortgagor shall give notice thereof to Mortgagee and Mortgagor shall promptly, at Mortgagor's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

4.7 *Value.* Mortgagor shall use its best efforts to prevent any act or thing which might materially and adversely impair the value or usefulness of the Mortgaged Property.

4.8 *Performance of Other Agreements.* Mortgagor shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever binding upon it that involves the Mortgaged Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Mortgaged Property is part of a condominium cooperative, phased development or other homeowners association.

4.9 *Inspection.* Mortgagor shall permit Mortgagee, and parties designated by Mortgagee, at all reasonable times, to inspect the Mortgaged Property upon three (3) days' prior written notice.

4.10 *Hold Harmless.* Mortgagor shall, at Mortgagor's sole cost and expense, save, indemnify and hold the Mortgagee, its officers, officials, employees and agents harmless from any injury, claim, demand, suit, judgement, execution, liability, debt, damage or penalty *(herein collectively referred to as "Claims")* affecting the Mortgaged Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Mortgagor, except as may be the direct result of Mortgagee's negligence. Mortgagor shall pay all expenses incurred by the Mortgagee in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees and shall also include the reasonable value of any services rendered by any employee of the Mortgagee.

4.11 *Expenses.* Mortgagor shall pay or reimburse Mortgagee for all reasonable attorneys' fees, reasonable costs and expenses paid or incurred by Mortgagee in any action, proceeding or dispute of any kind in which Mortgagee is made a party or appears as a party plaintiff or defendant, involving any of the Security Documents, Mortgagor, or the Mortgaged property, including, without limitation, to the foreclosure or other enforcement of this Mortgage, any condemnation involving the Mortgaged Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Mortgagee shall be treated as "*Advances*" in accordance with Paragraph 4.15.

4.12 *Payment of Indebtedness.* Mortgagor shall timely pay and discharge the Indebtedness or any part thereof in accordance with the terms and conditions of the Agreement, this Mortgage, and the Security Documents.

4.13 *Flood Disaster Protection Act.* Mortgagee shall take all steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973, as amended and, if required by Mortgagee, Mortgagor shall cause the Mortgaged Property to be insured pursuant to the provisions of such Act.

4.14 *First Mortgage.* Mortgagor shall comply with all terms, provisions, and conditions of the First Mortgage.

4.15 *Advances.* In the event Mortgagor fails to perform any act required of Mortgagor by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Mortgagee may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Mortgagee shall not have the effect of curing any Event or Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Mortgagee, together with all expenses incurred in connection therewith, shall be deemed advances ("*Advances*") under this Mortgage, shall be immediately due and payable and shall be added to the Indebtedness. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Mortgage as though originally a part of the principal amount of the Indebtedness.

ARTICLE V
NEGATIVE COVENANTS

5. *Negative Covenants.*

Until the entire Indebtedness shall have been paid in full, Mortgagor covenants and agrees as follows:

5.1 *Use Violations.* Mortgagor shall not use the Mortgaged Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Mortgaged Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

5.2 *Alterations.* Mortgagor shall not commit or knowingly permit any waste of the Mortgaged Property or make or permit to be made any material alterations or additions to the Mortgaged Property that would have the effect of materially diminishing the value thereof or that will in any way materially increase the risk of any ordinary fire or other hazard arising out of construction or operation thereof.

5.3 *Replacement of Fixtures, Improvements and Personal Property.* Mortgagor shall not permit any of the Fixtures or Improvements to be removed at any time from the Land, without prior written consent of the Mortgagee, unless actually replaced by an article of equal or greater suitability and value and owned by Mortgagor.

5.4 *Other Liens.* Mortgagor shall not, without the prior written consent of Mortgagee, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on *(whether prior or subordinate to the liens of the Security Documents)* the Mortgaged Property or income therefrom other than the Security Documents and the First Mortgage.

5.5 *Transfer of Title.* As a material inducement to Mortgagee to make the loan evidenced by the Agreement and secured by this Mortgage, Mortgagor has made representations to Mortgagee concerning the abilities of the undersigned in constructing, managing and operating the Mortgaged Property, which representations have been and will be relied upon by Mortgagee in funding this loan. Therefore, Mortgagor covenants and agrees that it will not sell, convey, transfer, alienate, pledge, encumber or permit to be sold, conveyed, transferred, alienated, pledged or encumbered the Mortgaged Property *and will not convey or assign any beneficial interest in the Mortgaged Property, without written* consent of the Mortgagee, which consent may be granted or withheld in Mortgagee's sole discretion, and if granted may be conditioned upon any successor of Mortgagor agreeing to an increase in the interest rate in the Agreement.

5.6 *Sale or Lease of the Mortgaged Property.* If Mortgagor contracts to sell or Lease all or any portion of the Mortgaged Property or amends, modifies or terminates any now existing or future sales contract, Lease, or other agreement concerning the Mortgaged Property, *Mortgagor will furnish Mortgagee with a copy of the executed contract,* Lease or agreement within 15 days after the date of execution thereof.

ARTICLE VI
EVENTS OF DEFAULT

6. *Events of Default.* The term "*Event of Default,*" as used in the Security Documents, shall mean the occurrence or happening, from time to time, of any one or more of the following:

6.1 *False Representations.* If Mortgagor engages in fraud or material misrepresentation in connection with the Credit Line.

6.2 *Performance of Obligations.* If Mortgagor defaults in the payment of the Indebtedness in accordance with the Agreement.

6.3 *Adverse Actions.* If Mortgagor's actions or inactions adversely affects the Mortgagee's Property or Mortgagee's rights thereto and interest therein.

ARTICLE VII
REMEDIES

7.1 *Remedies.* If an Event of Default shall occur and be continuing, Mortgagee may, at its option, after providing Mortgagor with at least 30 days advance notice of, and opportunity period to cure, the Event of Default, exercise any, some or all of the following remedies:

7.1.1 *Acceleration.* Mortgagee may declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand *(each of which is expressly waived by Mortgagor),* whereupon the Indebtedness shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding; provided further that the unpaid portion of the Indebtedness shall be immediately and automatically due and payable without action of any kind on part of the Mortgagee.

7.1.2 *Enforcement of Mortgage.* Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(a) sell the Mortgaged Property and all estate, right, title, and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law;

(b) institute proceedings for the complete foreclosure of this Mortgage;

(c) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Agreement or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect; and/or

(d) enforce this Mortgage in any manner permitted under the laws of the State of Illinois.

7.1.3 *Receiver.* Mortgagee may apply to the court in which a proceeding is pending for the enforcement of this Mortgage to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct; *such receiver to have all of the rights and powers* permitted under the laws of the state in which the Mortgaged Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Mortgaged Property or the solvency or insolvency of Mortgagor. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commission incurred pursuant to the powers herein contained shall be secured hereby.

7.2 *Other.* If Mortgagor defaults in the due observation or performance of any of the Obligations in accordance with this Mortgage, Mortgagee may exercise any remedy available to Mortgagee under applicable law.

7.3 *Remedies Cumulative and Concurrent.* The rights and remedies of Mortgagee as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, Guarantor or the Mortgaged Property, or any one of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Agreement, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Agreement. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Agreement or this Mortgage shall affect Mortgagor's obligations to pay the Indebtedness and perform the Obligations in accordance with the terms thereof.

7.4 *Credit of Mortgagee.* Upon any sale made under or by virtue of this Article VII, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness the amount of Mortgagee's bid.

7.5 *No Conditions Precedent to Exercise of Remedies.* Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of mortgagor or any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage or the Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of this Mortgage or Agreement without first having obtained the consent of Mortgagor or such other person, and in the latter event Mortgagor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

7.6 *Waiver of Redemption, Notice and Marshaling.* Mortgagor hereby waives and releases, to the maximum extent permitted by the laws of the State of Illinois:

(a) *all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property,* or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment;

(b) unless specifically required herein or in any of the other Security Documents, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise or any option to remedy under the Agreement or the Security Documents; and

(c) any right to have the Mortgaged Property marshalled;

provided that if any of the rights waived by Mortgagor in this paragraph affect or extend the time for sale or the Mortgaged Property, affect Mortgagee's rights to enforce this Mortgage or affect the Mortgagor's right to redeem, Mortgagee shall have the right to elect to accept or reject the waiver of such right by Mortgagor, and such election may be made by Mortgagee at the time of or at any time prior to the entry of a decree or judgement of foreclosure in the court in which this Mortgaged is being foreclosed.

7.7 *Discontinuance of Proceedings.* In case Mortgagee shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

ARTICLE VIII
CONDEMNATION

8.1 *Condemnation.* In the event of the taking by eminent domain proceedings or the like of any part or all of the Mortgaged Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Mortgagee for application *(in the inverse order of maturity)* on the Indebtedness, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

ARTICLE IX
MISCELLANEOUS

9.1 *Survival of Warranties and Covenants.* The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and *shall continue in full force and effect until the Indebtedness shall have been paid in full.*

9.2 *Further Assurances.* Mortgagor shall, upon the reasonable request of Mortgagee, execute, acknowledge and deliver such further instruments *(including, without limitation, a declaration of no set-off)* and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

9.3 *Recording and Filing.* Mortgagor shall, at Mortgagor's sole cost and expense, cause those Security Documents and all supplements thereto, for which constructive notice must be given to protect Mortgagee, at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgagee *shall reasonably request,* and shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State of Illinois.

9.4 *Loan Expenses.* Mortgagor shall pay all applicable costs, expenses and fees set forth in the Agreement.

9.5 *No Representation by Mortgagee.* By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgagee, pursuant to this *Mortgage or the commitment, including (but not limited to)* any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

9.6 *Incorporation of Agreement.* Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully set forth herein.

9.7 *Waiver of Homestead. Mortgagor covenants that the Mortgaged Property is not occupied as a homestead* and waives all rights and benefit which Mortgagor has or may have under the homestead exemption law of the State of Illinois.

9.8 *Notice.* Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein.

If to the Mortgagor:

Gary Mc Namara Jr.
Kathryn M. Mc Namara
17858 Locust Avenue
Lansing, Il. 60438

3855890

If to the Mortgagee:

American National Bank of Lansing
3115 Ridge Road
Lansing, Illinois 60438
Attention: Home Equity Loan Division

9.9. *Covenants Running With the Land.* All covenants contained in this Mortgage shall run with the Land.

9.10 *Successors and Assigns.* All terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them, provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.

9.11 *Multiple Mortgagors.* Mortgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgaged Property; (b) is not personally obligated to pay the indebtedness; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent.

9.12 *Severability.* In case any one of the Obligations or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

9.13 *Modification.* This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

9.14 *Applicable Law.* This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

9.15 *Strict Performance.* Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

9.16 *Headings.* The Article headings and the section and subsection entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.

9.17 *Riders.* If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

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

Gary M. McNamara Jr.
Gary Mc Namara Jr.

Kathy M. McNamara
Kathryn M. Mc Namara

Witness:

Mark L. Sebastian-Asst. Vice-President ANB Of Lansing

This document was prepared by and upon recording please mail to:

Brenda Mikolajczak C/O
American National Bank Of Lansing
3115 Ridge Road
Lansing, Il. 60438

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and said County in the State aforesaid, DO HEREBY CERTIFY THAT Gary Mc Namara Jr. and Kathryn M. Mc Namara, Married to each other personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of January AD 19 90

Margaret A. Phipps
Notary Public

My Commission Expires: 10-2-91

MARG... Notary Public, State of Illinois My Comm...

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

Kelly
American Nat. Bk. of Lansing
3115 Ridge Rd.
Lansing, IL 60438