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## REAL ESTATE MORTGAGE To Secure a Loan From STATE BANK OF COUNTRYSIDE

(Becured by a First Lien on Real Estate)

1. DATE AND PARTIES. The date of this Real Lifetie Mortgage (Mortgage) is February 19, 1991, and the parties and their mailing addresses are the following:

MORTGAGOR: A.

TERISYNNESTVEDT Divorced and not since remarried

1707 W 100TH ST

CHICAGO, ILLINOIS 60643

Social Security # 341-54-7127 DIVORCED AND NOT SINCE REMARRIED

BANK:

STATE BANK OF COUNTRYSIDE an ILLINGIS banking corporation 6734 Jollet Road Countryside, illinois 60525 Tax I.D. # 36-2514456 (as Mortgages)

Colhair C 2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

Divorced and not since remarried

- (Note) dated February 19, 1991, and executed by JAN SYNNESTVEDT (Borrower) payable to the A. A promissory note, No. order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$35,000.00, and of extensions, renewals, modifications or
- B. All future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations reletted to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the cyldence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as hereinafter defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the flote computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and ilsbillities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- Borrower's performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guaranties or othe wise relates to the Note or Loan,

However, this Mortgage will not secure another debt:

- A. If this Mortgage is in Borrower's principal dwelling and Bank falls to provide (to all persons entitled) any notice of right of recolation required by law for such other debt; or
- B. If Bank falls to make any disclosure of the existence of this Mortgage required by law for such other debt.
- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interset therein, shall not exceed the sum of \$35,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- 4. CONVEYANCE, In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms

Mortgage SYNNESTVEDT, TER 02/19/91

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and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgages, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

LOT 12 AND CHREST PRINTERS SERVICE OF THE CONTROL OF THE PRINTERS OF THE CONTROL LOT & IN BLOCK 4 IN WASHINGTON HEIGHTS SUBDIVISION OF THE SOUTH 100 ACRES OF THE SOUTHWEST 1/4 OF SECTION 8 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

auch property constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all healing, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landedaning, all exterior and interior improvements; all easements, lesues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, produce, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor dose hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

8. INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from February 19, 1991, on the unpaid principal balance at the rate of 11% per annum (C) ntract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall thereafter bear inforced at the rate specified in the Note until paid. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, even excess shall be applied to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount to outstanding, any excess interest shall be refunded to Borrower according to the actuallal method. Interest shall be computed on the basis of 4 3PJ-day year and the actual number of days slapsed.

Accrued interest is due and payzoic in 23 monthly payments on the 20th day of each month, beginning March 20, 1991, or the day following if the payment day is a Bank noticely or is a non-business day for Bank. Unless paid prior to maturity, the last scheduled payment (which is sellmated to be \$16,331.83) plue ellither unpaid principal, accrued interest, coats and expenses are due and payable on February 20, 1993, which is the date of maturity. All amounts shall be paid in legal U.B. currency. Any payment made with a check will constitute payment only when ecliected.

- LIENS AND ENCUMBRANCES. Mortgagor warrents that represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or adalnet the Property or any part the left. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim trom by coming a lien, claim or encumbrance or to prevent its foreclosure or execution.
- 7. ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby absolutely assigns as additional security all present and future leases and rents, issues and profits. Mortgagor also covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future largest of the Property. In case Mortgagor shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenants, with any such lease covenants. agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' tees and paralegal tees) and accrus interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mottgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

In addition to the covenants and terms herein contained and not in linutation thereif, Murigagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subtenases of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgood fails or refuses to comply with the provisions of this paragraph. Each lesse of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by this Mortgage, any person succeeding to the interest of Mortgagor as a result of such enforcement and not be bound by any payment of rent or ariditional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Morigagor and Morigagor shall or remand furnish to Bank satisfactory evidence. of compliance with this provision together with a verified statement of all lease securities deposited by the tenting and copies of all leases.

- EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrence of any of the following events, obsurstances or conditions (Events of Default):
  - A. Fallure by any party obligated on the Obligations to make payment when due thereunder; or
  - A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement collection agreement, an escurity agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing 8. guarantying, securing or otherwise relating to the Obligations; or C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes talse or incorrect in
  - any material respect by or on behalf of Mortgagor, Borrower, or any co-eigner, endorser, surety or guaranter of the Obligations; or
  - Faiture to obtain or maintain the insurance coverages required by Bank, or insurance as is proper for the Property or Colleteral (as hereinalter defined); or
  - E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor rollef law by or against Mortgagor, Borrower, or any
  - on-signer, endorser, eurely or guarantor of the Obligations; or F. A good faith belief by Bank at any time that Bank is inescure with respect to Borrower, or any cosigner, endorser, surely or guarantor, that the prospect of any payment is impaired or that the Property or Collateral (as hereinafter defined) is impaired; or
  - G. Falkins to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or
  - H. A material adverse change in Mortgagor's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or Collateral or repayment of the Obligations; or

  - I. A transfer of a substantial part of Mortgagor's money or property; or
    J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".
- 9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become insmediately

due and payable without notice or demand, upon the occurrence of an Event of Défault or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage of Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Rank's option, declare the entire balance with all accrued interest on the Obligations to be irrenediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell the Property, or any portion thereof, by Mortgagor. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer, sale or contract to transfer or sell shall not be deemed a waiver or estoppel of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Montpagor notice of acceleration to the address of Montgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is malled within which Mortgagor shall pay the sums declared due. It Mortpagor talls to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully

In the preceding paragraph, the term "Property" also includes any interest to all or any part of the Property; the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, lessehold interest with a term greater than three years, lesse-option contract or any other method of conveyance of the Property interests; the ferm "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, chosts or inchaste, any of you'ch is superior to the lien created by this Mortpage.

- 11. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgages in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any motivies ac collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property of the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligstion a.
- 12. PROPERTY OBLIGATIONS. Morigagor shar promptly pay all taxes, assessments, levies, water rants, other rents, insurance premiums and all emounts due on any encumbrances, if any, \$2.5% become due. Mortgagor shall provide written proof to Bank of such payment(s).
- 13. INSURANCE. Mortgagor shall insure and keep insured the Property against lose by fire, and other hazard, casualty and lose, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount eccentable to Bank. Such insurance shall contain the standard "Mortpages Clause" and where applicable, "Loss Payes Clause", which shall name and endorse Bank as mortgages and loss payes. Such Injurings shall also contain a provision under which the insurer shall give Bank at least 10 days notice before the cancellation, termination or material charge in coverage.

If an insurer elects to pay a fire or other hazard loss or damage claim ruther than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect unabouch time as the requirement for such insurance terminates. In the event Mortgagor falls to pay sunt, premiums, Bank may, at its option, pay such familians. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below titled "FAN" MAY PAY".

- 14. WASTE. Mortgagor shall not alignate or encumber the Property to the prejudice of Bank or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property under its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, poliulants and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, p.vi.ership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.
- 15. CONDITION OF PROPERTY. As to the Property, Mortgagor shall:
  - A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.
  - 8. retrain from the commission or allowance of any acts of wasts or impairment of the value of the Property or improvements thereon.
  - G. not out or remove, or permit to be out or removed, any wood or timber from the Property, which cutting or remove, would adversely affect the value of the Property.
  - D. not permit the Property to become subject to or contaminated by or with waste.
  - E. prevent the apread of noxious or danisating weeds, preserve and prevent the erosion of the soll and continuously practice approved methods of farming on the Property It used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Borrower.

- 18. SPECIAL INDEMNIFICATION. Mortgagor agrees to protect, indennify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, sults, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses, including, without limitation, reasonable ettorneys' less, costs and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred, of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagor: any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1880 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release of threat of release of hazerdous waste; any lose of natural resources including damages to air, surface or ground water, soil and blots; and any private suits or court injunctions.
- 17. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided

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that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.

- 18. PROTECTION OF BANK'S SECURITY. If Mortgagor falls to perform any coverant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankiupt or decedent, then Bank, at Bank's sole option, may make such appearances, disbures such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to ours any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.
- 19. COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness tees, costs of publication, foreclosure minutes, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 20. ATTORNEYS' FEES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal less and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall socrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 21. CONDEMNATION. In the exent all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to lottly Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation bearing or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor size agree to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to a binding upon the Property or any part thereof. All swards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, aminent domain, change of grade, or other proceeding shall, at the option of Bank, by old to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's opilion, lowerd the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mongage, whether due or not, an output order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmiess from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

- 22. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Nots, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Pank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable chorners' fees, paralegal fees, court costs and all other damages and expenses.
- 23. WAIVER BY MORTGAGOR. To the extent not apacifically prohibited by law, Mortgagor haraby waives and releases any and all rights and remedies. Mortgagor may now have or acquire in the future relating to:
  - A. homestead;
  - B. exemptions as to the Property;
  - C. redemption:
  - D. right of reinstatement;
  - E. appraisement;
  - F. merehalling of liens and assets; and
  - G. statutes of limitations.

in addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

- 24. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any its insurance premium, cost or expense or the filling, imposition or strachment of any lien, judgment or encumbrance, Bank shall have the right, which declaring the whole, indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific delicit. This Mortgage shall continue as a fien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.
- 25. BANK MAY PAY. If Mortgagor falls to pay when due any of the items it is obligated to pay or falls to perform when obligated to perform, Bank may at its option:
  - A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment beneficial interest equipment to that of Bank's lien interest;
  - 8. pay, when due, installments of any real estate tax imposed on the property; or
  - C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Montgagor agrees to Indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralogal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of the lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgager agrees to pay and to reimburse Bank for all such payments.

- 26. GENERAL PROVISIONS
  - A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
  - 8. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies,

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privileges or right to inelst upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it dure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedice and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.

AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by

Mortgagor and Bank.

GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.

FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank or otherwise required by law.

SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the

NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be

applicable to all genders.

DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents

executed contemporaneously, or in conjunction, with this Mortgage.

PARAGRAM HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.

J. IF HELD UNKINFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage

K. CHANGE IN APPLICATION. Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application Information.

L. NOTICE. All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder with be affective upon personal delivery or 24 hours after milling by first class United States mail, postage prepaid, addressed to Mortgagor at the address indicated below Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address in the land below Bank's name on page one of this Mortgage. Such addresses may be changed by written notice to the other party.

M. FILING AS FINANCING STATEMENT. Floriguous agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon,

photographic or other reproduction of the Motographic is sufficient as a financing statement.

27. ACKNOWLEDGMENT. By the signature(h) below, Mortgagor cultinowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

MORTGAGOR:

EA:

TENT SYNNESTYEST Individually

STATE OF ILLINOIS

COUNTY OF COOK

On this 19 day of Pobruary, 18 9.11, the undersigned,

SYNNESTVEOT, DIVORCED AND NOT SINCE REMARRIED, personally known to me to be the same person whose name is subscribed to the a notary public, certify that TERI A. foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and plant the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

NOTARY PURLY

My commission expires:

1-30-93

This document was prepared by STATE BANK OF COUNTRYSIDE, \$734 Joilet Road, Countryside, Illinois 40525.

Please return this document after recording to STATE BANK OF COUNTRYSIDE, \$734 Jollet Road, Countryside, Illinois \$0525.

THIS IS THE LAST PAGE OF A 6 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

Mortgage SYNNESTVEDT, TERI

02/19/91

\*\* READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.\*\*

## **UNOFFICIAL COPY**

