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and promptly furnish to Lender receipts evidencing the payments. of amounts to be paid under this paragraph. The Borrower shall make these payments directly. nitributable to the Property which may altain priority over this Security Instrument, and leasthold payments or ground rents, it say, Borrower shall promptly furnish to Lender all notices 3. Charges: Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions

printed check charges, interest due, and then, to principal,

2. Application of Payments. All payments received by Lender shall be applied to the annual fee,

interest on the debt evidenced by the Agreement.

I. Payment of Pelucipal and Inferest. Borrower sind prompily pay when due the infinipal of and

COVENANTS. Bottower and Lender covenant and agree as follows:

document number 93-570062.

MORTGAGE COMPANY. A CORPORATION OF ILLINOIS dined 1012 9, 1993 and recorded as the right to mortgage, grant and convey the Property and 'track the Property la unencumbered, except for encumbrances of record. There are prior mortgages from Lemower to EIRST FIDELITY BOSSOMBS COABAVALE that Bottomet is inwinity science of the setule hereby conveyed and has

this Security Instrument as the "Property". anditions shall also be covered by this Security Instrument All of the foregoing is referred to in

rights and stock and all fixtures now or hereafter a priv of the property. All replacements and TOCHTHER WITH all the improvements now or incentier erected on the property, and all ensements, rights, appurtenances, rents, royalties, moral, oil and gas rights and profits, water

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3497516 IN COOK COUNTY, ILLINOIS,

OF THE REGISTRAR OF THE OF COOK COUNTY, ON FEBRUARY 21, 1986 AS DOCUMENT NUMBER OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE THE WEST I/2 OF THE NORTHWEST I/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE II, EAST LOT 7 IN DOVEA COURT, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF

Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Langer the following described property located in COOK County, Illinois: instrument, and (e) the performance of Borrower's covenants and agreements under this Security other sums, with interest, advanced under paragraph 6 to protect the security of this Security Agreement, with interest, and all renewals, extensions and modifications; (b) the payment of all (a) the repayment of the debt evidenced by the This Security Instrument secures to Lender: outstanding at any one time. All future loans will have the same priority as the original loan. not to exceed the above stated maximum amount facer than 7 years from the date hereoff. must be made. The Agreement provides that doms may be made from time to time (but in no event will provide the Borrower with a flual payment notice at least 90 days before the stant payment debt, if not paid earlier, due and payable seven years from the date of this mortgage. this Security Instrument which Agreement provides for monthly interest payments, with the full is less. This debt is evidenced by the Agreement executed by Borrower dated the same date as that certain Piret Credit Equity Line Agreement") of even date berewith, whichever Dollars (U.S.) \$50,000,000 or the aggregate unpaid amount of all loans made by Lender pursuant to nssociation, and whose address is 6401 W. Lincoln Avo., Lincolnwood, Minois 60645 ("Lender"). Borrower owes Lender Maximum principal sum of EIFIY THOUSAND AND 00/100------This Security instrument is given to The First National Bank of Lincolnwood, a national danking CORDON L. GALOWICH, MARRIED TO ROBERTA GALOWICH .("Borrower").

THIS MORTGACE ("Security Instrument") is given on DECEMBER 24, 1993. The mortgagor is

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Borrower shall promptly discharge any ilen which has priority over this Security Instrument other than the prior mortgage described above, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazard for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably, withheld.

All insurance parcies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Piece only to the rights of a prior mortgage, if any. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of pold premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the tograme earrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower of erwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a casim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or estore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 17 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property: Lenseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriors, or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee allowshall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrup'ey, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Borrower shall faithfully and fully comply with and abide by every term, covenant and condition of any prior mortgage or mortgages presently encumbering the property. A default or delinquency under any prior mortgage or mortgages shall automatically and immediately constitute a default under this Security Instrument. Lender is expressly authorized at its option to advance all sums necessary to keep any prior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 6 of this Security Instrument. Borrower agrees not to make any agreement with the holder of any prior mortgage that in any way shall modify, change, after or extend any of the terms or conditions of that prior mortgage nor shall Borrower request or accept any future advances under that prior mortgage, without the express written consent of Lender.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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- 7. Inspection Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. Condemnation The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

- If the Property is abandoned by Barrower, or if, after notice by Lender to Borrower that the condemnor of the state of make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, of its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.
- 9. Borrower Not Palased: Forbarance by Lender Not a Waiver. Extension of the time for payment, or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower, shall not operate to release the liability of the original Borrower or Borrover's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums recured by this Security Instrument by reason of any demand made by the original Borrower c. Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 10. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument sor. bind and benefit the successors, assigns, heirs, executors and administrators of Lender and Lorreger, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Corrower's interest in the Property under the terms of this Security Instrument; (b) is not personally collegated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.
- 11. Loan Charges If the ioan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so the, and interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then:

 (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
- 12. Notice Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Londer's address stated herein (Attention: Loan Department) or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law: Soverability. This Security Instrument shall be governed by federal law and the law of lilinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

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- 14. Borrower's Copy Bach Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.
- 15. Transfer of the Property: Due on Sale. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 16. Borrov ets Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment inforcing this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (c) not use this provision more than once. Upon reintalement by Borrower, this Security Instrument and the obligations secured hereby shall remain int'y effective as if no acceleration that occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. ACCELERATION: REMEDIES LENDS'S SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S DEFAULT UNDER THE "TERMINATION AND/OR ACCELERATION" PARAGRAPH OF THE AGREEMEN' (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPH 15 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (A) THE DEFAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT FAILURE TO CURE "117 DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE DEFAULT IS NOT CURED, ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS OFTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN LEGAL PROCEEDINGS PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 17, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORN BYS' FEES AND COSTS OF TITLE EVIDENCE.
- 18. Lender in Possession. Upon acceleration under paragraph 17 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial cats, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of 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 Security Instrument.

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- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
- 20. Walver of Homestead. Borrower walves all right of Homestead exemption in the property.
- 21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accopis and agrees to the terms and covenants of Security Instrument and in any rider(s) executed by Borrower and recorded with its	
Sado & Jolland	- Borrower -
GORDON L. GALOWICH	
Roberta Galowich	- Borrower -
ROBERTA GALC WICH-IS SIGNING THIS DOCUMENT FOR THE SOLE PURPOSE OF WAIVING HER HOMESTEAD RIGHTS	
STATE OF ILLINOIS SS:	
COUNTY OF COOK)	

I, THOMAS P. CATANIA a Notary Public 11 and for said county and state do hereby certify that GORDON L. GALOWICH, MARRIED TO ROBERTA (IAL DWICH

personally known to me to be the same person (s) whose name(s) are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that thuy signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

Given under my hand and official seal, this 19 13. OFFICIAL SEAL My Commission expires THOMAS P. CATANIA Natury Public, State of Illinois My Commission Expires 3.24.98 Notary Public

This instrument was prepared by: Charles A. Greenstein, 6401 N. Lincoln Avenue Lincolnwood, Illinois 60645

Address of Property: 1820 N. DOVER COURT ARLINGTON HEIGHTS. Real Estate Permanent Tax Number: 03-21-117-007

MAIL TO: C. A. GREENSTEIN FIRST NATIONAL BANK OF LINCOLNWOOD 6401 N. LINCOLN AVE. LINCOLNWOOD, ILLINOIS 60645

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