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REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts

The Real Property or its address is commonly known as 1766 WHITE ST, DES PLAINES, IL 60018. The Real

THE SOUTH 7.75 FEET OF LOT 13 AND ALL OF LOTS 14 AND 15 IN BLOCK 4 IN DIEFFENDORF ADDITION OF RIVERVIEW OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 EXCEPTING THEREFROM THE RAILROAD RIGHT OF WAY OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COOK County, State of Illinois:

THIS MORTGAGE dated June 7, 2003, is made and executed between IRENE E TAYLOR, and THOMAS E TAYLOR, HER HUSBAND, IN JOINT TENANCY, whose address is 1766 WHITE ST, DES PLAINES, IL 60018 (referred to below as "Grantor") and LASALLE BANK NA, whose address is 4747 W. Irving Park Road, Chicago, IL 60641 (referred to below as "Lender").

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$100,000.00.

## MORTGAGE

Loan Number: 7300737249



Consumer Lending, Direct Originations

Lasalle Bank N.A.

4747 W Irving Park Road

Chicago, IL 60641

Real Estate Index

828828

This Mortgage prepared by:

SEND TAX NOTICES TO:

Lasalle Bank NA  
Attn: Collateral Services  
4747 West Irving Park Rd  
Chicago, IL 60641

WHEN RECORDED MAIL TO:

LASALLE BANK NA  
4747 W. Irving Park Road  
Chicago, IL 60641

RECORDATION REQUESTED BY:

FOR RECORDER'S USE ONLY

7300737249 / 1312584

DES PLAINES, IL 60018

1766 WHITE ST

THOMAS E TAYLOR

IRENE E TAYLOR

Eugene "Gene" Moore Fee: \$48.00  
Cook County Recorder of Deeds  
Date: 08/16/2003 12:47 PM Pg: 1 of 12

0316/25100



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and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and federal, state, and local laws, regulations and ordinances, including without limitation all Environmental or from the Property; and (b) any such activity shall be conducted in compliance with all applicable use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall threatened release of any Hazardous Substance on, under, about or from the Property by any person or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in (a) any use, generation, manufacture, storage, treatment, disposal, release or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the replacements, and maintenance necessary to preserve its value.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, Property.

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the

the Property shall be governed by the following provisions:

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of

under this Mortgage.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations

**ON THE FOLLOWING TERMS:**

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED**

Commercial Code security interest in the Personal Property and Rents.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform

Mortgage and any intermediate balance.

outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor

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**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or

Mortgage:

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this

exercised by Lender if such exercise is prohibited by federal law or by Illinois law. any other method of conveyance of an interest in the Real Property. However, this option shall not be assignment, or transfer of any beneficial interest in or to any land and trust holding title to the Real Property, or by contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, or Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or Lender may, at Lender's option, declare immediately due and payable **DUE ON SALE - CONSENT BY LENDER.**

Property are reasonably necessary to protect and preserve the Property. **Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the

reasonably satisfactory to Lender, to protect Lender's interest. **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Grantor's compliance with the terms and conditions of this Mortgage. **Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of

Improvements of at least equal value. **Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with

prior written consent. **Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generally of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's

not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise. payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the ownership or interest in the Property, whether or not the same was or should have been known to Grantor. generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future other person. The representations and warranties contained herein are based on Grantor's due diligence in

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**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the

insurance for the term of the loan.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such

Mortgage:

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this

satisfactory to Lender that Grantor can and will pay the cost of such improvements. the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's **Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is

any time a written statement of the taxes and assessments against the Property. **Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at

bond furnished in the contest proceedings. **Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety

those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

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**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing

Mortgage:

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this

force and effect until such time as Grantor's Indebtedness is paid in full. **Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full

with all existing applicable laws, ordinances, and regulations of governmental authorities. **Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies

such instruments as Lender may request from time to time to permit such participation. proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, defend the title to the Property against the lawful claims of all persons; in the event any action or **Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever

has the full right, power, and authority to execute and deliver this Mortgage to Lender. title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final simple, free and clear of all liens and encumbrances other than those set forth in the Real Property **Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee

this Mortgage:

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of

would have had.

Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise other rights or any remedies to which Lender may be entitled on account of any default. Any such action by will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated and be apportioned among and be payable with any installment payments to become due during either (1) the and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs, **LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests,

Indebtedness.

proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the below is in effect, compliance with the insurance provisions contained in the instrument evidencing such **Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described

Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Commercial Code as amended from time to time.

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform

security agreement are a part of this Mortgage:

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a

Lender:  
and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this

principal and interest made by Grantor.

The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage. Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue **Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in

relating to governmental taxes, fees and charges are a part of this Mortgage:

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions

reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation. restoration of the Property. The net proceeds of the award shall mean the award after payment of all that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require **Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain

Lender from time to time to permit such participation.

deliver or cause to be delivered to Lender such instruments and documentation as may be requested by the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the **Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing,

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

written consent of Lender.  
neither request nor accept any future advances under any such security agreement without the prior modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall trust, or other security agreement which has priority over this Mortgage by which that agreement is **No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of

indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.



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**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or Real Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the

at any public sale on all or any portion of the Property.  
**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid Agreement or available at law or in equity.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Credit the rights provided in this section.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the Property.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of from serving as a receiver.

exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law, the Property and apply the proceeds, over and above the cost of the receivership, against the receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the Rents from receiver shall have the right to be placed as mortgagee in possession or to have a

Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver. obligations for which the payments are made, whether or not any proper grounds for the demand existed. proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above **Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property

remedies of a secured party under the Uniform Commercial Code.  
**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and be required to pay.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would addition to any other rights or remedies provided by law:

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in use of funds or the dwelling for prohibited purposes.  
 of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral.



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**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's responsibilities for all obligations in this Mortgage.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**Governing Law.** This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

## MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Mortgage:

**ADDITIONAL DEFINITION.** Principal Amount. The words 'Principal Amount' mean all sums of money which are disbursed at Borrower's request.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to call the others of the notice from Lender.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated June 7, 2003, with a credit limit of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 4.250% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following maximum rate. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is June 7, 2013.

**Borrower.** The word "Borrower" means IRENE E TAYLOR and THOMAS E TAYLOR, and all other persons and entities signing the Credit Agreement.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

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**Grantor.** The word "Grantor" means IRENE E TAYLOR and THOMAS E TAYLOR.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means LASALLE BANK NA, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

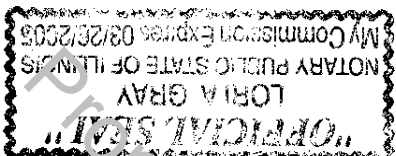
**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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My commission expires

3/26/05

Notary Public in and for the State of

ILLINOIS

By

*John A. Gray*

Residing at

DES PLAINES

Given under my hand and official seal this

7

day of

JUNE

20 03

mentioned.

On this day before me, the undersigned Notary Public, personally appeared IRENE E TAYLOR and THOMAS E TAYLOR, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

COUNTY OF

COOK

STATE OF

ILLINOIS

)  
) SS  
)

## INDIVIDUAL ACKNOWLEDGMENT

THOMAS E TAYLOR, individually

X *Thomas E Taylor*

IRENE E TAYLOR, individually

X *Irene E Taylor*

GRANTOR:

GRANTOR AGREES TO ITS TERMS.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH