



Unibanc Trust

233 South Wacker Drive
Sears Tower
Chicago Illinois 60606

HOME EQUITY LOAN POWER (HELP) REVOLVING CREDIT MORTGAGE

THIS MORTGAGE is dated as of December 4, 1986 and is between Michael J. Nielsen & Wife Susan M. Nielsen Mortgagee and Unibanc Trust Company, 233 South Wacker Drive, Chicago Illinois Mortgagee

WITNESSETH

Mortgagee has executed a Home Equity Loan Power (HELP) Revolving Credit Note dated of even date herewith and payable in the order of the Mortgagee (the Note) for the principal amount of Twenty Four Thousand & 00/100 Dollars (\$ 24,000.00) (the "Credit Limit"). Interest on the Note shall be calculated and payable as provided therein. The entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. The Note and this Mortgage are made pursuant to a certain Home Equity Loan Power (HELP) Agreement and Federal Truth in Lending Disclosures, dated of even date herewith (the "Loan Agreement") between Mortgagee and Mortgagee. To secure payment of the indebtedness evidenced by the Note and the liabilities (defined below) including any and all renewals and extensions of the Note and the Loan Agreement, Mortgagee does by these

presents COVENANT, WARRANTY AND MORTGAGE unto Mortgagee, of the Mortgagee's estate, right title and interest in the real estate situated, lying and being in the County of _____ and State of Illinois, legally described as follows: The North 10 feet of Lot 27 and all of Lot 28 in Block 3 in S. T. Gunderson and Son's Addition to Oak Park, a Subdivision of the East 1/2 of Lot 1 in the subdivision of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, (Except the West 1/2 of the Southwest 1/4 thereof,) in Cook County, Illinois.

Property Index No 16-18-223-001-0000

Property Address 700 S. Elmwood Oak Park, Illinois

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which is referred to herein as the "Premises," together with all improvements, buildings, tenements, hereditaments, appurtenances, gas or mineral easements located in, on, over or under the Premises and all types and kinds of structures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, whether single units or centrally controlled, and of stoves, window shades, curtains, blinds, doors and windows, floor covering, awnings, stoves and water heaters, whether now or in the Premises or hereafter erected, installed or placed in or on the Premises, and whether in and of record, attached to the Premises, the foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

Further, Mortgagee does hereby pledge and assign to Mortgagee, all taxes, whether real or personal, taxes and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money or valuable items for security, under any and all present or future leases of the Premises, together with the right but not the obligation, to collect, demand, sue for and recover the same when due or payable. Mortgagee's acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation of condition hereof and not available to anyone other than Mortgagee, that until a default has occurred under an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such averts. The Note evidences a revolving credit, as defined in Illinois Revised Statutes Chapter 17, Paragraph 56.0. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. All advances hereunder shall have the same priority. Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the non-recorded Exemption Laws of the State of Illinois.

Further, Mortgagee covenants and agrees as follows:
1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and except for this Mortgage and that certain mortgage dated March 18, 1986

recorded as document no 86177543 in favor of Clyde Federal Savings & Loan which secures a note in the amount of \$ 61,400.00 on the Premises free from any encumbrances, security interests, liens, mechanics liens or claims for rent.

(g) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of such discharge of such lien or charge to Mortgagee; (h) complete the within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (i) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (j) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; and (g) refrain from imposing or diminishing the value of the Premises.

2. Mortgagee shall pay, when due and before any delinquency, all general taxes, special taxes, special assessments, water taxes or charges, sewage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagee shall, upon written request, furnish to Mortgagee duplicate paid notices for such taxes, assessments and charges. In the event Default hereunder, Mortgagee shall pay in full, under protest, in the manner provided by statute, any tax assessment or charge which Mortgagee may, under protest, prior to such tax assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original records of title or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not, without Mortgagee's prior written consent, procure, permit or effect the redemption, discharge or compromise of any rent or lease any tenement from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taxing of the Premises for public use are hereby prohibited, assigned and shall be paid to Mortgagee, and such awards or any part thereof may be applied by Mortgagee after the payment of all of Mortgagee's expenses, including costs and legal fees, to the reduction of the indebtedness secured hereby, and Mortgagee is hereby authorized, in the name of Mortgagee, to execute and deliver valid acquittances and to accept from any such award.

5. No remedy or right of Mortgagee hereunder or under the Loan Agreement shall be exhausted. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or promising to exercise, any remedy or right accruing or Default shall in any such remedy or right shall be construed to be a waiver of any such Default, or acknowledgment thereof, or shall constitute a subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagee shall maintain, with respect to the Premises and all buildings and improvements now or hereafter situated on the Premises, property damage insurance which shall cover, without limitation, loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. If the Premises is located in a flood hazard zone, Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises, which amount shall in no event be less than the sum of the principal amount of the Note and the principal amount of all other notes secured a whole or in part by the Premises. Mortgagee shall also obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee and Mortgagee shall deliver same to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. In the event that Mortgagee fails to provide any such required insurance or if such insurance is not acceptable to Mortgagee, Mortgagee may obtain such insurance and the cost thereof shall be paid by Mortgagee as provided in the Loan Agreement. In case of insurance about to expire, Mortgagee shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

7. Upon Default by Mortgagee hereunder, Mortgagee may, but is not required to, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but is not required to, make full or partial payments of principal or interest or of any encumbrances, liens or security interests affecting the Premises and Mortgagee may discharge, compromise or settle any tax lien or other lien or claim or other claim from any tax lien or other lien affecting the Premises or contest any tax or assessment. All moneys paid to any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including legal fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the best market rate set forth in the Note. Inaction of Mortgagee shall under no circumstances be considered a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the Mortgagee.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien or encumbrance. Security interest, tax, assessment, sale, forfeiture, tax lien or claim of any of the foregoing.

