

Smart Money CREDIT

FIRST STATE BANK & TRUST COMPANY OF FRANKLIN PARK 1010 WEST GRAND AVENUE FRANKLIN PARK, ILLINOIS 60130

MORTGAGE

86603289

THIS MORTGAGE ("Security Instrument") is given on December 13, 1986. The mortgagor is First State Bank & Trust Company of Franklin Park, not personally, but as Trustee under Trust Agreement dated May 23, 1977, and known as Trust No. 251. (Borrower)

This Security Instrument is given to First State Bank and Trust Company of Franklin Park, which is an Illinois banking association, and whose address is 1010 West Grand Avenue, Franklin Park, Illinois 60130 ("Lender"). Borrower owes Lender the maximum principal sum of Seventy-five thousand and 00/100 Dollars (U.S. \$ 75,000.00)

or the aggregate unpaid amount of all loans made by Lender pursuant to that certain Smart Money Credit Line Agreement ("Agreement") of even date herewith which ever is less. The debt is evidenced by the Agreement executed by Borrower dated the same date as this Security Instrument which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable on demand after five years from the date of this mortgage. The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than 5 years from the date hereof) not to exceed the above stated maximum amount outstanding at any one time. All future loans will have the same priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Commencing at a point on the Southeast corner of Lot 6 of Hill & Dale's, being a Subdivision of part of Section 10, Township 42 North, Range 9, East of the Third Principal Meridian; thence South 87°-58'-26" East 25.0 feet to the point of beginning; thence along a line 25.0 feet East of and parallel with the East line of said Lot 6; North 1°-12'-34" East 616.31 feet; thence South 84°-15'-34" West 25.19 feet; thence North 89°-30'-21" West 336.36 feet; thence South 6°-25'-35" West 496.09 feet; thence North 89°-27'-15" West 215.0 feet; thence South 7°-21'-53" West 35.73 feet; thence South 81°-00'-38" East 120.0 feet; thence North 58°-07'-01" East 17.07 feet; thence South 87°-58'-26" East 325.0 feet, to the point of beginning, containing 5.926 acres, in Cook County, Illinois.

P.L.N. 01-10-102-026 Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to First State Bank & Trust Company of Franklin Park dated April 10, 1978 and recorded as document number 24400652

COVENANTS Borrower and Lender covenant and agree as follows

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt, late charges if any and other charges evidenced by the Agreement.

2. Application of Payments. All payments received by Lender shall be applied to the annual fee billed and unpaid late charges and other charges, interest due, and then, to principal.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien 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, and hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards 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 policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise 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, and 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 claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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 19 the Property is acquired by Lender, 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; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate 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 title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower fails 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 bankruptcy, 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 actions 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.

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.

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 or 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.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the contingent offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after receipt of the notice, Lender is authorized to collect and apply the proceeds, at 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 Released; Forbearance 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 Borrower'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 secured by this Security Instrument by reason of any demand made by the original Borrower or 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 shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. 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 Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated 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 of the Agreement without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the 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. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or of this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of the paragraph 16.

13. Notices. 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 Lender's address stated herein (attention: Home Mortgage Unit) 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.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Illinois. 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 give effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

15. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. If all of any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 laws as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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.

17. Borrower's Right to Reinstatement. 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 enforcing 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 (e) not use this provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration under paragraphs 12 and 16.

18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

ADDITIONAL COVENANTS, Borrowers and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise) or the Agreement or (b) Lender's good faith belief that the prospect of payment or performance is impaired. 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 the 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured, or the reason for the belief that the prospect of payment or performance is impaired is not corrected, on or before the date specified in the notice, Lender at its option 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 or non-judicial means. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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, 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, premium on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders of 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.

This mortgage is executed by First State Bank & Trust Company of Franklin Park, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this mortgage shall be construed as creating any liability on First State Bank & Trust Company of Franklin Park, or on any of the beneficial owners under said trust agreement personally to pay said Note or any interest thereon, or any indebtedness accruing hereunder or to perform any obligations or to pay any sums or to apply herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the sums secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, First State Bank & Trust Company of Franklin Park, not personally but as Trustee as aforesaid, has caused these presents to be signed by its (~~Executive~~) (Assistant) (Vice President) (~~Trust Officer~~), and its corporate seal to be hereunto affixed and attested by its (~~Executive~~) (Assistant) (~~Vice President~~) (Trust Officer) the day and year first above written.

First State Bank & Trust Company of Franklin Park As Trustee as aforesaid and not personally,

BY John P. Evans (~~XXXXXXXX~~) (Assistant) (Vice President) (~~XXXXXXXXXX~~)

Attest: Evelyn D. Bradford (~~XXXXXXXX~~) (Assistant) (~~XXXXXXXXXX~~) (Trust Officer)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS. Bernice Bartucci

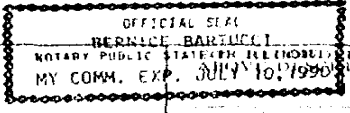
John P. Evans and Evelyn D. Bradford, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

(~~XXXXXXXX~~) (Assistant) (Vice President) (~~XXXXXXXXXX~~) of First State Bank & Trust Company of Franklin Park and (~~XXXXXXXXXX~~) (Assistant) (~~XXXXXXXXXX~~) (Trust Officer) of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (~~XXXXXXXX~~) (Assistant) (Vice President) (~~XXXXXXXXXX~~) and (~~XXXXXXXXXX~~) (Assistant) (~~XXXXXXXXXX~~) (Trust Officer), respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said (~~XXXXXXXX~~) (Assistant) (Vice President) (~~XXXXXXXXXX~~) then and there acknowledged that said (~~XXXXXXXXXX~~) (Assistant) (~~XXXXXXXXXX~~) (Trust Officer), as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said (~~XXXXXXXXXX~~) (Assistant) (~~XXXXXXXXXX~~) (Trust Officer's) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of December 1986.

This Document Prepared By: P. Kullick Notary Public: Bernice Bartucci

10101 W. Grand Franklin Park, IL 60131



NAME: FIRST STATE BANK & TRUST COMPANY  
CITY: FRANKLIN PARK, ILLINOIS  
10101 W. GRAND ST. FRANKLIN PARK, ILLINOIS 60131

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shall be paid to Borrower. The sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance 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 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 amount of any part of the Property, or for conveyance in lieu of condemnation, and shall be paid to Lender.

6. Condemnation. The proceeds of any award or 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, and shall be paid to Lender. The proceeds of any award or 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, and shall be paid to Lender. The proceeds of any award or 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, and shall be paid to Lender.

7. Inspection. Lender or its agent may make reasonable cause for the inspection of the Property at any time or from time to time upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Protection of Lender's Rights in the Property. If Borrower fails 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 foreclosure in bankruptcy, probate, or 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, and the cost thereof shall be paid by Borrower. Lender shall have the right to take any action under this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a foreclosure in bankruptcy, probate, or 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, and the cost thereof shall be paid by Borrower.

9. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate 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 title shall not merge unless Lender agrees to the merger in writing. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.

10. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, theft and other risks, including the term "extended coverage", and any other perils for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The policy carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

11. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt, late charges if any and other charges evidenced by the instrument. Borrower shall promptly pay when due the principal of and interest on the debt, late charges if any and other charges evidenced by the instrument.

12. Application of Payments. All payments received by Lender shall be applied to the amount due billed and unpaid late charges and other charges, interest due, and then, to principal. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may remain unpaid over this Security Instrument, and lender of ground rents, if any. Borrower shall promptly furnish to Lender all notices of priority over this Security Instrument, and lender of ground rents, if any. Borrower shall promptly furnish to Lender all notices of priority over this Security Instrument.

13. Hazards Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, theft and other risks, including the term "extended coverage", and any other perils for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The policy carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

14. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt, late charges if any and other charges evidenced by the instrument. Borrower shall promptly pay when due the principal of and interest on the debt, late charges if any and other charges evidenced by the instrument.

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December 13

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DEPT-01 RECORDING \$14.25  
LN3333 TRAN 0438 12/16/86 16:30:00  
48927 # A \* 84-403288  
COOK COUNTY RECORDER

1400

Property of COOK COUNTY

executed by Borrower and recorded with it

---Borrower

---Borrower

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, County ss  
I, a Notary Public in and for said county and state, do hereby  
certify that personally known to  
me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day  
in person, and acknowledged that signed and delivered the said instrument as  
free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this day of 19

My Commission expires

This Instrument Prepared By:

Notary Public

Reporter from ILLIANA FINANCIAL, INC.

58233288

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above.  
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First State Bank & Trust Company of Franklin Park  
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dated

revised

86603288  
P.L.N. 01-10-102-025 B  
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58'-07"-01' East 173.97 feet; thence South 87°-58'-26' East 225.0 feet, to the point of  
70'-24"-53' West 185.73 feet; thence South 81°-00'-38' East 120.0 feet; thence North  
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of and parallel with the East line of said lot of North 17°-12'-34' East 610.31 feet; thence South  
part of Section 10, Township 42 North, Range 9, East of the Third Principal Meridian, thence  
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December 13  
1986  
The mortgagor is  
First State Bank & Trust Company of Franklin Park, known as "Trustee under the Agreement", but as "Trustee under the Agreement",  
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Seven-fifty-thousand and 00/100  
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L-401307-04

M.A.



FRANKLIN PARK BANK & TRUST COMPANY
10101 W. Grand
Franklin Park, IL 60131
Official Seal
Notary Public
Bernice Bartucci

This Document Prepared By: Bernice Bartucci
Given under my hand and Notarial Seal this 13th day of December 19 86
Trustee as aforesaid for the uses and purposes therein set forth.

BY: [Signature]
First State Bank & Trust Company of Franklin Park As Trustee as aforesaid and not personally.
IN WITNESS WHEREOF, First State Bank & Trust Company of Franklin Park, not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Assistant) (Vice President) (Trust Officer), and its corporate seal to be hereunto affixed

1. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is hereby interpreted so that the 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 under the Agreement 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. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any part of the sums secured by this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of the paragraph 16.
13. Notices. 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 Lender's address stated herein (attention: Home Mortgage Unit) 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.
14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Agreement shall be deemed to be severable.
15. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument and the Agreement shall be declared to be severable.
16. Transfer of Property or a Beneficial Interest in Borrower, Due on Sale. If all or any part of the Property or any interest in it is sold or transferred to a third party, or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, 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 the sale is prohibited by federal laws as of the date of this Security Instrument.
17. Lender's Right to Retain. 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 enforcing this Security Instrument. Those conditions are that Borrower (a) has paid all sums which would be due under this Security Instrument and the Agreement 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 obligations under the Agreement shall continue unimpaired; and (e) not use this provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration under paragraphs 12 and 16.
18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage, deed, or other instrument, if any, which may be in effect on the date of this Security Instrument, unless the acceleration under paragraphs 12 and 16 remain fully effective as if no acceleration under paragraphs 12 and 16.
19. Acceleration; Remedies. Lender shall give notice of acceleration following: (a) Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise); or the Agreement; (b) Lender's good faith belief that the prospect of payment or performance is impaired; (c) the notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date specified in the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. 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. Lender in possession, upon acceleration under paragraph 19 or at any time prior to the expiration of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by a lawfully 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 receiver shall be applied first to payment of the costs of management of the Property, a collection of 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, a collection of 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, a collection of 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, a collection of rents, of the Property including those past due.
20. Lender in Possession. Upon acceleration under paragraph 19 or at any time prior to the expiration of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by a lawfully 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 receiver shall be applied first to payment of the costs of management of the Property, a collection of 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, a collection of 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, a collection of 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, a collection of rents, of the Property including those past due.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to the Security Instrument.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Release of the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the security instrument as if the riders) were a part of this Security Instrument.

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