IOFF104AL CORY

revolving credit mortgage

A FAST PERSONAL GREDIT RESERVE	VARIABLE RATE — WOJ PRIME		
THIS MORTGAGE, dated	January 24,	, 19 87 , is between (
		•	HARRIST STATEMENT STATEMEN
****	XXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) · Edward J. Burke
and Mary C. Burke, h	is wife	("Mortgagor") and The Winnetka Bi	ank, Winnetka, lilinois ("Mortgagee")
	WIT	NESSETH:	
Mortgagor has executed a Revolvi	ing Credit Note dated the same dat	e as this Mortgage payable to the order of F	Viortgages (the "Note"), in the principa
		dit Line"). Payments of accrued interest i	
		continuing on the same day of each month t	
i principal and interest shall be due and	d payable onJanuary 24	19.92. Interest on the No	te shall be calculated on the daily unpak
rincipal balance of the Note at the pe	ir annum rate equal to One	(1.09 percent per annum in exoc	es of the Variable Rate Index (defined
plow). Interest after Default (defined	below), or maturity of the Note, v	whether by acceleration or otherwise, shar	II be calculated at the per annum rate
qual to <u>three</u> <u>(3.0βer</u> npaid principal balance of the Note		ariable Rate Index. Mortgagor has the right t	o prepay all or juny part of the aggregate
To secure payment of the indebte the Note, Mortgagor does by these	edness evidenced by the Note an presente CONVEY, WARRANT ar	d the Liabilities (defined below), including id MORTGAGE unto Mortgagee, all of Mor	any and all renewals and extensions to appear to the second secon
Lot 1 (Except the to Wilmette, said	Mest 5 feet thereof) addition being a sub	in Block 3 in Milton H. I division in fractional sec he Third Principal Meridi	Wilson's Addition
Illinois.	COOK COUNT	∨ 10 F INBS	1200
	COOK COURT		4
		M 11: 22 870	92314
MAIL TO: THE WINNETKA P. D. BOX WINNETKA, ILLIN	BANK	Co	
high is referred to herein as the "Pro	smises", logether with all improve	ments, buildings, tenements, hereditamer kinds of fixturns, including without limitati	nts, appurtenances, gas, oil, minerals,
eat, gas, air conditioning, water, light form doors and windows, floor covering	t, power, refrigeration or ventilation age, awaings, sloves and water her	rinds of fixeures, including without limitati in (whether sli.gl/, units or centrally contro iters, whether now on or in the Premises o it of the Premises any, a partion of the sec	iled) and all screens, window shades, r hereafter erected, installed or placed
ndex Number of the Premises is <u>Q5</u> Wilmette, Ill. 60	-27-406-007 The co	mmon address of the Premises is 801	Ashland Avenue

The Note evidences a "revolving credit" as defined in litinois Revised Statutes Chapter 17, Paragraph 🛍 🖎 The tien of this Mortgage secures payment 📿 of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such toture advances were made on the date of the execution of this Morrgage, without regard to whether or not there is any advance made at the time this Morrgage, without regard to whether or not there is any advance made at the time this Morrgage, without regard to whether or not there is any advance made at the time this Morrgage. to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby piedge and assign to Mortgagee, all leases, written or verbal, rents, issues and plottles 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 as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, in collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgagee, are as a personal coverant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall down to include the right to foreclose this Mortgage, Mortgagor may collect, receive and anjoy such availa. hersof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor 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, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time on process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f)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; (g) refrain from impairing or dimarked water levels of the Premises.
- Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Morgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
- 3. Upon the request of Mortgagee, Mortgager shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgager to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgager shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tensint from any obligation, at any time white the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, 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 attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appear from any such award.
- No remedy or right of Mortgages hereunder shall be exclusive. Each right or remedy of Mortgages with respect to the Limbilities, the 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

omitting to exercise, any remedy or right account on the full shall import as sich remedy, or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, a shall about any subsequent Default of the same or a different nature, every such femedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgages.

- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against 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. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. 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 and, in no event less than the principal amount of the Note. Mortgagor shall 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. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor 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 Mortgagor hereunder, Mortgages may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgages, and Mortgages may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgages may purchase, discharge, compromise or settle any tax lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' lees, and any other funds advanced by Mortgages to protect the Premises or the lien hereof, plus reasonable compensation to Mortgages 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 post maturity rate set forth in the Note, inaction of Mortgages shall never be considered as a waiver of any right accruing to Mortgages on account of any Default hereunder on the part of Mortgagos.
- 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 withour inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, socurity interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of the Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of 'Aortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgage's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this "Aortgage, means any one or more of the events, conditions or acts defined as a "Default" in the Note, including but not l'mitted to the failure of Mortgage, rito pay the Note or Liabilities in accordance with their terms or fullure of Mortgage to comply with or to perform in accordance with any representation, warranty, "orn", provision, condition, covenant or agreement contained in this Mortgage. The Note or any instrument, agreement or writing securing any Liabilities. Os entitled to be efault under this Mortgage.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgage of an encumbrance of any kind, conveyance, transfer of occupancy or posite-sion, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgages.
- 11.* "Liabilities" means any and all liabilities, phigations and indebtedness of Mortgagor or any other maker of the Note to Mortgage for payment of any and all amounts due under the Note or this wortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Nots, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether direct or arising, together with attorneys" and paralingates fees relating to the Mortgage's rights, remedies and security interest hereunder, including advising the Mortgage or drafting any documents for the Mortgage at any line. Notwithstanding the foregoing or any provisions of the Note, the liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insuance on the property subject to the Note, plus interest on such disbursements, and if permitted by law, disbursements and the Mortgage which are authorized hereunder and attolers. Sees. costs and expenses relating to the enforcement of the Note and this Mortgage, plus interest as provided herein.
- 12 "Variable Rate Index" means the rate of interest or the high at alle if more than one, published in The Wall Street Journal in the "Money Rate" column on the last business day of each month as the "Prime Rate" in the preceding business day. The effective date of any change in the Variable Rate index will be the first day of the next billing cycle after the date of the change in the Variable Rate index. The Variable Rate index will fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate index will be applicable to all the outstanding indebtedness under the Note whether from any past or of the principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column. It's Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H.15 for the last business day of the month as the "data k Prime Loan" interest rate.
- 13. When the indebtedness secured hereby shall become due whether by accular at on or otherwise, Mortgage shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be a leved and included as additional indebtedness in the judgment of foreclosure all expenditures and expense which may be paid or incurred by or on wantif of hintigages for attorneys, and paralegals fees, appraisers' fees, outlays for documentary and expent evidence, stenographes; charges, publication cories and covides of procuring all abstracts of title, (title searches and examinations, title insurance policies. Torrans certificates, tax and fine searches, and similar distance swith respict to title as Mortgages may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to or ideas at any foreclosure sale. At of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgages. At it is indicated expenses mentioned in this paragraph, when incurred or paid by Mortgages shall become additional indebtedness secured hereby and shall be in madiately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also applied by any expenditures or expenses incurred or paid by Mortgages in all be a party, either as plainlift, claimant or defendant, by reason of this Mortgages in any indebtedness secured hereby; or (b) any preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any informent which secures the Note after Default, whether or not actually commenced: or (c) any preparation for the defense of any threatened suit or proceeding, which might affect the Premises or the security hereof, whether or not actually commenced:
- 14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on recount of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraphs acoust, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principally; fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 15. Upon, or at any time after filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice without regard to the solvency or insolvency of Mortgager at the time of application for the receiver and without regard to the their value of the Premises or wether the Premises shall be then occupied as a homestead or note. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption. If any, whether there be redemption or not, as well as during any further times when Mortgager, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the not income in the receiver's hands in payment in whole or in part of the indobtedness secured hereby, or secured by any judgment foreclosing the Mortgage, or any tax, against Mortgager or any guaranter of the Note in case of a foreclosure sale and deficiency.
- 16. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note
 - 17. Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose
- 18. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.
- 19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.
- 20. In the event the Mortgagor is a larid trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to

Form SB-554 Banklorms, Inc.

ON TONE COPY 691 X08

My cominisation expires:

| REI HILE ACENCY, INC. | 16.20 | 1.00. | 16.20 | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.00. | 1.

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WITNESS the hard and seal of Mortgagor the day and year set forth above.

21. This Mortgage has been made, executed and delivered to Mortgages in Winnetta, illinois and shall be construed in accordance with the last best best best best best best brokelon of this Mortgage are provision of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions of this Mortgage.

time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustes; because or in respect of this. Mortgage or the maken or transfer thereof, all such personal liability of the trustes, if any, being expressly waived in any manner.