

Ronald A. Jorgensen

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_ between ("Borrower")

and THE FIRST NATIONAL BANK OF WAUKEGAN, a national banking corporation, with offices at One South Genesee Street. Waukegan, Illinois 60085 ("Bank").

WITNESSETH, that:

Borrower is indebted to Bank in the maximum principal sum of ____SIXTY_THOUSAND_DOLLARS_AND_NO_CENTS

DOLLARS (\$_60,000.00 _), ("Principal"),

or the aggregate amount of all Advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement and Disclosure Statement ("Loan Agreement") between Bank and Borrower of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Home Equity Line of Credit Variable Interest Rate Promissory Note of even date herewith ("Note") providing for monthly installments of Interest, with the principal balance of the indebtedness and all outstanding interest and charges, if not sooner paid or required to be paid pursuant to the Loan Agreement and Mortgage of Borrower for loans and financial accommodations at anytime hereafter made or extended up to the Principal. The Note and the Loan Agreement are incorporated herein by reference. It is the intent of the parties to said Note that the term "Revolving Credit" have the same meaning as such term as defined in Section 4.1 of "An Act in relation to the rate of interest and other charges in connection with sales or credit and the lending of money" as approved May 24, 1979 as amended. as amended.

TO SECURE to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof, and as to the Note, not only the existing indebtedness but also such future advances as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby MORTGAGF, GRANT AND CONVEY to the Bank the following described property located in illinois hereby releasing and valving all cights under and by virture of the Homestead Exemption Laws of the State of Illinois:

which has the common addr. For ATTATE TOWNHOUSES OF PARCEL "G" BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION
29, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE 3rd P.M., ACCORDING TO THE PLAT THEREOF RECORDED
OCTOBER 24, 1969, AS DOT 20995531 AND FILED WITH THE REGISTRAR OF TITLES OCTOBER 24, 1969 AS DOC.

(Property Address"): and the permanent index number of:

OB 29 415 003 0000

LR2477591 IN COOK COUNTY, LLLING
TOGETHER with all the improvements ov or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, all and gas rights and profits, water rights and stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are her martier referred to as the "Property". illinois hereby releasing at 4 valving all tights under and by virture of the Homestead Exemption Laws of the State of Illinois:

Borrower covenants that Borrower is lawfully setz to of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrance 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 lien and/or mortgage from Borrower only to... N/A

N/A and recorded as do ument number . dated .

The Borrower has the right to prepay the principal amount outset of ing on the Note, in whole or in part, at any time during the term thereof, without penalty.

COVENANTS. Borrower and Bank covenant and agree as follows:

- 1. Payment of Principal and interest. Borrower shall promptly pay when die the principal of and interest on the indebtedness evidenced by the Note, together with all charges imposed under the Loan Agreement.
- 2. Funds for Taxes and insurance. Upon execution of this Mortgage, Borrower shill evidence to Bank the existence and currency of an insurance and real estate tax reserve a described below, which may be on deposit with Borrower's first mortgage lender. If such a reserve has not been established, and subject to applicable law or to a written waiver gank, Borrower shalt pay to Bank on the day monthly installments of principal and/or interest re-payable under the Note, until the Note is paid in full, a sum (herein "Funds") and one-twelfth of the yearly taxes and assessments which may attain priority over this Monthler of ground rents on the Property, if any, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium and the basis of essessments and bills and reasonable estimates thereof.

Upon payment in full of all sums secured by this Mortgage, Bank shall prompily refund to forr over any Funds held by Bank, if under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Bank, Dank shall apply, no later than immediately prio the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sum secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Bill ink under the Note, the Loan Agreement and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgage, then to any sums chargeable under the Loan Agreement, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges, Liens. Borrower shall fully and timely perform all of this Enrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenance in the enrower represents that this is a valid second mortgage and that there is only one other lien on the Property prior to this Mortgage constituting a first mortgage on the Property.

Borrower shall cause to be paid all taxes, assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided in Paragraph 2 hereof, or if not paid in such a manner, by Borrower making payment, when due, cirect to the taxing or assessing authorities. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment.

Any act or omission of Borrower which, with the giving of notice or the passage of time, would constitute a detault under .ny pt or encumbrance, or under any ground lease to which this Mortgage is subordinate, shall be a detault under this Mortgage. Borrower shall promptly deliver to Bank all notice trace ved of any default under any prior encumbrance or ground lease. Borrower shall also keep the Property free from mechanic's or other liens not expressed in subordinate to the lien hereof.

Borrower shall also pay or cause to be paid when due all water, sewer and other charges, fines and impositions attributable to the Publish may gain priority of Mongage, and provide satisfactory evidence of said payment immediately after their due date.

5. Hazard Insurance. Sorrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or darlinge by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as the Bank may require. Borrower shall maintain Hazard "or hazards for the term of the Note or such other periods as Bank may require and in an amount equal to the lessor of (a) the maximum insurable value of the Property or (b) the maximum or amount of the less of credit evidenced by the Note and secured by this Mortgage, plus the amount of any obligation secured in priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereot, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals hereot shall be in a form acceptable to the Bank and shall include a standard mortgage clause acceptable to the Bank and shall provide for thirty (30) days written notice to Lender prior to cancellation or material change in coverage. Bank shall have the right to hold the policies and renewals thereof, subject to the right and forms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage, insurance proceeds shall be applied to restoration or repair to extoration or repair to the Property damaged, provided such restoration or repair is conomically leasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower, the Borrower abandons the Property, or if Borrower falls to respond to Bank within 30 days from the date of notice is mailed by Bank to Borrower that the insurance carrier offers to sottle a claim, Bank is sufficient and apply the insurance proceeds at Bank's option either to restoration or repair of the Sums secured by this Mortgage.

If under Paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 6. Preservation and Maintenance of Property; Lesseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on leasehold. Borrower shall promptly restore or rebuild any buildings or improvements now or hereafter on the property which may become damaged or destroyed. Borrower shall comply with all requirements of law or municipal ordinance, or otherwise without the prior written consent of Bank. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development. It a condominium or planned unit development of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security, if Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceedings is commenced which materially affects the Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disbursement such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' less, entry upon the property to make repairs, full or partial payment or discharge of prior encumbrances, payment, settling or discharge of tax liens, payment of ground rents (if any), and procurement of insurance. Bank, in making said authorized payments of taxes and assessments may do so in accordance with any bill, statement procured from the appropriate public office without inquiry into the accuracy of the same or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's shall be written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2 hereon, or it insurance carrier.

Any amount disbursed by Bank pursuant to this Paragraph 7, with interest thereon, at the rate applicable under the Note and Loan Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank signed to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Bank to incur any expense or take any action hereunder, and inaction by Bank shall never be considered a walver of any right accruing to Bank on account of any provision in this paragraph.

8. Inspection, Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prips of any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

- 11. Forbestance by Lender Not a Valver Liny to bear in a by Bank in particular to receive the exercise of any such light or trimedy any such resolution to make the exercise of any such light or trimedy any such accelerate the maturity of the indebtedness secured by this Mongage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Seversi Liability; Captions. The covenants and agreements herein shall bind, and the rights hereunder shall inute to, the respective heirs, legaless, devises, successors and assigns of the Bank and Borrower, subject to the pravisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Loan Agreement (a) warrants his interest in the property to Lender and his release of homestead rights and (b) agrees that Bank and any other ender and paragree to extend, modify, forbear, or make any other accomposations with regard to the terms of this Mortgage or the Loan Agreement without Bank's consent and without releasing the Mortgage or modifying this Mortgage as to that Mortgage's interest in the property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 4. Notices. Except to the extent any notice shall be required under applicable taw to be given in another manner. (a) any notice to Borrower shall be given by hand delivery mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to the Bank as provided nerin, and (b) notice to the Bank shall be given by certified mail to Bank's address as attach derein or to such other address as the Bank may designate by notice to Borrower as provided notice to Borrower shall be effective on the date of delivery if hand delivered, or 3 days after the date of mailing shown on any proof of service by mail.
- 15. Governing Law; Severability. This Mongage shall be governed by Federal Law and the law of Illinois. In the event that any provision or clause of this Mongage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provisions or clause shall be deemed stricken from this Mongage and shall not affect other provisions of this Mongage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mongage and he Note are declared to be severable. As used herein. "Costs", "expenses", and "attorneys" lees" include all sums to the extent not prohibited by applicable law or limited herein.
 - 16. Borrower's Copy. Borrower shall be given a copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after recordation hereof.
- 17. Transfer of the Property or of a Beneficial Interest in Mortgagor. It shall be an immediate default hereunder if, without the prior written consent of Bank, which consent shall be granted or withheld at Bank's sole discretion. Borrower shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, piedge, mortgage, security interest or other encumbrance or alienation (collectively: "Transfer") of the Property or any part thereof or interest therein (or if all or a portion of the beneficial interest of Montgagor is transferred when Montgagor is not a natural person). In the event of such default, Bank may declare the entire unpaid balance, including interest, immediately due and payable, provided, however, that the toregoing provisions of this Paragraph 17 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Bank if exercise is prohibited by Federal Law as of the date of this Montgage.

Upon exercise of this option, Bank shall give Borrower notice of acceleration. This notice shall provide a period of not less than 14 days from the date of service of the notice (as defined in Paragraph 14 hereof) within which Borrower must pay or cause to be paid all sums secured by this Montgage. Upon felure to pay or cause to be paid said sums prior to the expiration of said 14 day period. Bank may invoke any remedies permitted by this Montgage without any further notice or demand on Borrower.

18. Default; Acceleration.

- 18. Default; Acceleration.

 (a) "DEFAULT" means any one or more of the following events, conditions or acts: (i) failure by the Mortgagor to make timely payment of any amount due under the Note secured hereby, (iii) failure by the Mortgagor, or any Guarantor to make any finnely payment of any other indebtedness due the Bank when due; (iii) failure of Mortgagor or any Guarantor to comply with any of the time of any other Collateral Documents executed to secure the Note; (iv) failure of the Mortgagor or any majerial respect at any time of any statement, application or agreement furnished to the Bank by the Mortgagor, or any Guarantor; (v) failure of the Mortgagor or any Guarantor, after request, to furnish the Bank with additional or periodical financial statements at the discount of the mortgagor or any Guarantor, or any Guarantor or any Guarantor, or the indepted or any Guarantor, or for the Mortgagor or any Guarantor, or for the the readjustment of any of their respective debts, under the Bankruptcy, Act, as amended, or any part thereof, or under any other Laws, whether state or fed to the discharged within twenty (20) days of their commenced by the Mortgagor or any Guarantor, or shall be commenced against the Mortgagor or any Guarantor and is, all not be discharged within twenty (20) days of their commencement, or the Mortgagor shall have procured, permitted or suffered, voluntarily or involuntarily, any creditor to obtain, tier not permitted herein upon all or any substantial part of its property; (ix) a receiver or frustee shall be appointed to the Mortgagor or any Guarantor for any substantial part of the Mortgagor and function of the Mortgagor or any Guarantor for any substantial part of the Mortgagor or any Guarantor securing any judgment, attachment, execution or levy against the Mortgagor or any Guarantor or against the property of the Mortgagor or the Mortgagor or any Guarantor and the Mortgagor or any Guarantor to pledge or the Mortgagor or any Guarantor to pledge or the Mortgagor or any Guarantor to
 - (b) In the event of a default, then:

- (a) In the event of a detault, then:

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 (c) All sums secured hereby shall, at the option of Manage. The cult in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bon i, at a "inhout regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without negard to the then value of the premises, or whill er he had be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which in itioan hereby secured is made), for the benefit of the Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such forector ure sur and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the manar sime. I and operation of the premises, and may redemption. The receiver, water and other utilities and insurance, then due or thereafter according, and may make indicate in a pay recessary repairs to the premises, and may pay all or any part of its indebtedness. Because the pay of the premises, and may pay all or any part of its indebtedness. Costs of documentary evidence, abstracts and little reports all of which shall become a diditional indebtedness secured by this Mortgage.
- 19. Borrower's Right to Reinstate. Notwithstanding Bank's acceleration of the sum. or ared by this Mongage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mongage discontinued within the time frame set forth in Illinois Revis of S atute, Chapter 95, Section 57, (1985), if: (a) Borrower pays Bank all sums which sould be than due under this Mongage and the Note had no acceleration occurred; (b) Borrow right and support of the coverants or agreements of Borrower contained in this Mongage; (c) Borrower pays all reasonable expenses incurred by Bank in enforcing the core instand agreements of Borrower contained in this Mongage and the following. but not limited to, reasonable attorneys' fees; and (r) Forrower takes such action as Bank may reasonably require to assure that the lien of this Mongage, Bank's interest in the Property and Borrower's obligation to pay the sums so used by this Mongage shall continue unimpaired. Upon such payment and curre by Borrower, this Mongage and the obligations secured hereby shall remain in bull force and after, end no acceleration had occurred. Borrower shall be permitted to cure only once in each tive years all as provided in Illinois Revised Statutes Chapter 95, Section 57, (1995).
 - Assignment of Rents; Appointment of Receiver; Bank in Possession. As additional security he eunder, Borrower hereby assigns to Bank the rents of the Property.

Upon acceleration pursuant to the terms herof, or abandonment of the Property, and without further traffice to Borrower. Bank shall be entitled to have a faceliver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including hose past due. Said receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full size, to y period of redemption, if any. All rents collected by Bank or the receivership shall be applied first to payment of the costs of operation and management of the property and on, after not, including, but not limited to receivers the payment of the costs of operation and management of the property and on, after not, including, but not limited to receivers here. actually

- 21 Time of Essence. Time is of the essence of this Mortgage, the Note and the Loan Agreement
- 22. Release, Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall reliase this Mortgage.
- 23. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.
- 24. Loan Charges. If the loan secured by this Mortgage is subject to a law which sels maximum charges, and that law is finally into price of 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 forcover which exceeded permitted limits will be refunded to Corr wer. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.
- 25. Legislation Affecting Lender's Rights, if enactment or expiration of applicable laws has the effect of rendering any provision of the Ni te of this Mortgage unenforceable coording to its terms. Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remotify a committed by Paragraph 18. Bank exercises this option. Bank shall take steps specified in the second paragraph of Paragraph 17.
- Home Improvement, Borrower shall fulful all of his obligations under any home rehabilitation, improvement, repair, or other loan agreement which the Borrower may enter Bank, Bank, at Bank's option, may require Borrower to execute and deliver to Bank, in form acceptable to Bank, an assignment of any rights, claims or defenses which may have against the parties who supply labor, materials or services in connection with improvements made to the property.
- 27. Future Advances. This Mortgage secures all Loans made and indebtedness outstanding under the Loan Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Loan Agreement shall not affect the priority of the iten of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax flens and assignments levied on the Property) even if there is no indebtedness owing under the Loan Agreement, to the extent of the Credit Limit shown in the Note and Loan Agreement, plus all other amounts owing under the Loan Agreement and/or secured by or which may be secured by this Mortgage.
 - 28. Authority to Sign, if Corporation. The execution of this Mortgage has been duly authorized by the Borrower's board of directors
 - The terms and conditions of all riders attached hereto are expressly incorporated herein by refere

IN WITNESS WHEREOF, the undersigned has sig	ned this Mortgage on the day and year fir	st above written at Waukegan, Illinois.
	BORBOWER W Marel F Ronald A. Jorga	orgenser ensen
STATE OF ILLINOIS COUNTY OF In the State aforesaid, do hereby certify that	1987 188 21 811 2 1,1 April Tobaba	87210436 A Notary Public in and for said County,
personally known to me to be the same person whe	ose name (is/are) subscrib	ad to the foregoing instrument, appeared before me this not as free and voluntary act, for the uses and