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THIS EQUITY CREDIT LINE is rade this 29th Wilber H. Boies I'v and Victoria	day of January 19 87 between the Mortgago Joan Boies, his wife, (herein, "Borrower"
 and the Mortgagee, The Northern Trust Company, an Illinois banking 	corporation, with its main banking office at 50 South La Salle Stree

٦. Chicago, Illinois 60675 (herein, "Bank").

WHEREAS, Borrower has entered into The Northern Trust Company Equity Credit Line Agreement and Disclosure Statement (the 19.37 pursuant to which Borrower may from time to time borrow from Bank amounts not to exceed the aggregate outstanding principal balance of 1.177,000.00 ____ (the "Maximum Credit Amount"), plus interest more than 20 years after the date of this Mortgage; n, des tie de gastatio Hopelinist en Argyndati la desimantifis.

NOW, THEREFORE, to secure to Bank the repayment of the Max mur. Credit Amount, with interest thereon, pursuant to the Agreement the payment of all sums, with interest thereon, advanced in accordance here ith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower loss hereby mortgage, grant, warrant, and convey to Bank State of Illinois, which has the street address of the property located in the County of <u> Illinois 60302</u>

(herain 'Property Address'), legally described as:

arrangolazak bir Homasil'i sakgopal

See attached rider.

16-07-104-043+

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights oppurtenances, rents, royalties mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter at achied to the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage's oh a leasehold) are herein referred to as the "Property". Admist medicare mandaling at the complete of the regions between the common and discount of

to Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Bank's interest in the Property.

COVENANTS. Borrower covenants and agrees as follows:

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- 1. Payment of Principal and Interest, Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement, and subject attribution makes and temperatures stuck a
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Bank under the Agreement and paragraph 1 hereof shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgaga, thon to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement. ...

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes. assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under anymortgage disclosed by the title insurance policy insuring the Bank's interest in the Property (the "First Mortgage"), if any. Upon Bank's request, Borrower shall promptly furnish to Bank receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Borrower shall not be required to

This document prepared by: (*) Mailto

Thomas J. Halpin

> 50 S. LaSalle Street Chicago, Illinois 60675

discharge any such lien so long as Borrower shall agree in writing to the

payment of the obligation secured by such lien in a manner acceptable to Bank, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Bank may require and in such amounts and for such periods as Bank may require; provided, that Bank shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this dortgage taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Bank (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Bank and shall include a standard mortgage clause in favor of and in form acreptable to Bank. Borrower shall promptly furnish to Bank all renewal notices and all receipts for paid premiums. In the event of loss. Borrower shall give prompt notice to the insurance carrier and Bank. Bank may make proof of oss if not made promptly by Borrower.

Unless Bank and Borrowe, otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaire a Li such restoration or repair is not economically feasible or If the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by & this Mortgage, with the excess; if any, paid to Bolio our. If the Property is abandoned by Borrower, or if Borrower falls to respond to Bank within 30 days from the date notice is mailed by Bank to B irrower that the insurance carrier offers to settle a claim for insurance benrata Bank is nuthorized to collect and apply the insurance proceeds at Banka option either to restoration or repair of the Property or to the sums server by ا له عَنْهِ لَمُ يُعِيدُ وَمُهَا وَالْفَالِمُونَ الْمُعَالِمُ الْمُعَالِمُ الْمُعَالِمُ الْمُعَالِمُ the this Mortgage was handed in the state of the

Unless Bank and Borrower otherwise agree in writing, any suc application of proceeds to principal shall not extend or postpone the due dute of the payments due under the Agreement or change the amount xi of such payments. If under paragraph 19 hereof, the Property is acquired 30% 10. To bearance by Bank Not a Walver. Any forbearance by Bank Not a Walver. Any forbearance by Bank by Bank, all right, title, and interest of Borrower in and to any insurance a policies and in 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.

- 5. Preservation and Maintenance of Property; Leaseholds; 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 a leasehold. 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 bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development 169 rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this ; . Agreement or this Mortgage unenforceable according to its terms Bank.
- 6. Protection of Bank's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Bank's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior martgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, nt Bank's option, upon notice to Borrower, may make such appearances, at trank's option, upon notice to borrows is necessary to protect Bank's dishurse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to disbursement of reasonable attorney's fees and entry upon the Property to make repairs: ...

Any amounts disbursed by Bank pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon Bank's demand and shall

pear inverest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Bank to incur any expense or take any action hereunder. (A) 11 (1971) 12 (1971) 12 (1971) 12 (1971) 12 (1971) 12 (1971) 12 (1971) 12 (1971) 12 (1971) 12 (1971) 12 (19

- 7. Inspection. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Bank's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Bank. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Bank to Borrower that the condemnor has offered to make an award or settle a claim for damages, Borrower fails to respond to Bank within 30 days after the date such notice is mailed. Bank is authorized to collect and apply the proceeds at Bank's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Bank and Borrower otherwise agree in writing! any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of shirth payments.

- 9. Borrower Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Bank to any successor in interest of the Borrower shall operate to release in any manner, the liability of the original Borrower hild Borrower's successors in interest. Bank shall not be required to commence proceedings against such successor or refuse to extend time for payment of otherwise modify by reason of any demand made by the original Borrower and Be rrower's successors in interest, those or MIOSEOLITY WON
- exercising in right or remedy under the Agreement hereunder or otherwis a forded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of to tes or other liens or charges by Bank shall not be a waiver of Bank's right to accelerate the maturity of the indubtedness secured by this Morigan a and the state of t
- 11. Successors and Assigns Bound: Joint and Several Liability: Cuptions. The covenants and agreements berein contained shall bind, and the rights hereunder shall inurity the respective successors and assigns of Bank and Borrower, subject to the provisions of puragraph 16 hereof. All covenants and agreements of Bo. row. . shall be joint and several. The captions and headings of the paragre in of this Morigage fare for convenience only and are not to be used to know rebor define the provisions by this Mortgage, am plint the forgeing, together with lossed
- 12. Legislation Affecting Bank's Rights of experient or expiration of applicable laws has the effect of rendering any provision of the Mortgage as if the rider were a part hereof, geroom or solding as its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.
 - 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by malling such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Bank as provided herein; and (b) any notice to Bank shall be given by certified mail, return receipt requested, to Bank's address stated herein or to such other address as Bank may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Bank when given in the manner designated horain. Any subject asymptotic selection
 - 14. Governing Law: Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable laws, such conflict shall

Thomas J. Halais

not affect other provisions of this Morange or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable; provided that the Bank may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in the Property in any trust holding title to the Property, is sold or transferred by Borrower without Bank's prior written consent, Bank may, at Bank's option, declare all the sums secured by this Mortgage to be immediately due and payable.
- 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Agreement), and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Bank, or otherwise, as are raide within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgap, as d although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid printipe, because of indebtedness secured hereby (including disbursements which the Bank may make under this Mortgage, the Agreement, or any other documen, with respect thereto) at any one time outstanding shall not exceed the Meximum Credit Amount, plus interest thereon, and any disbursements read. for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinare, referred to as the maximum amount secured hereby). This Mortgage shall be veliciand have priority to the extent of the maximum amount secured he reby over all subsequent liens and encumbrances, including statutory liens excepting solely taxes and assessments levied on the Property given priority by law.
- 18. Conversion to Installment Loan. Pursuant to the Agreement, the Bank may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments

of principal and into est over a period of not less than one year and which shall, in any event be due and payable on or before 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.

19. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Bank, at Bank's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding. Bank shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Bank, 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. All rents collected by Bank 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, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

- 11. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Bank shall release this Mortgage without charge to Borrower. Bank shall pay all costs of recordation of the release, if any.
- 22. Waiver of homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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		Borrower /Wilber H.	Boies IV	<u> </u>
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acknowledged that Later signed and de	elivered the sa	id instrument as The	free and voluntary	v act. for
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RIDER TO EQUITY CREDIT LINE MORTGAGE

This Rider is made as of the 29th day of January, 1987, and is attached to and made a part of that certain Equity Credit Line Mortgage of even date herewith granted by the undersigned (the "Borrower") to The Northern Trust Company (the "Bank").

- 23. Notwithstanding anything to the contrary in Section 19 of the Equity Credit Line Mortgage or in the Agreement, the Bank shall notify the Borrower at least 30 days prior to inscituting any action leading to repossession or foreclosure (except in the case of the Borrower's abandonment the Property or other extreme circumstances).
- 24. If the Torrower has paid any precomputed finance charge, upon the Borrover's payment of the entire outstanding principal balance and termination of the Equity Credit Line, the Borrower shall be entitled to a refund of the unearned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that the Borrower shall not be entitled to any refund of less than \$1.00. For the purposes of this Section 24, the term "actuarial method" shall mean the method of allocating payments made on a debt catween the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied riret to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

IN WITNESS WHEREOF, Borrower has executed this Rider to Equity Credit Line Mortgage.

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Borrower

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Borrower

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RIGER TO BOULFY CREDIT LANG MORTGAGE

This Eider is made as of the 29th day of Jahuary 1987 and is attached to end ands a part of that bertain Equity Credit Line Workpage of even date herewith granted by the undersigned (the "Borrower") to "he Northern Trust Company (the

22. Notwichstanding snything to the contrary in Section: Dycor The Routey Credit Line Mortgage or in this Agreement, the Bank shall notify the Borrower at leart 30 days prior to instituting any action leading to repossion or foreclosure (except to the case of the Borrower's abandonment the Fragerty of other extreme circumstances) .

24. If the Derroyer has paid any orecomograd finance charge, upon the Borrower s payment of corrective outstanding arincipal balance and termination of the Lauty Gredit bither the Borrower shall be entitled to entry and to the uncarred a portion of such prepaid filance shirty in an amount not less than the amount that would be or outsted by the adbuartal methody provided that the Gorgowa chall hot be entitled to any refund of less than \$1.00. For she purposes of this deption 24, the term lactuarial motion that I mean the method of allocating payments made or a debt between the outstanding balance of the obligation and the procomputed finance charge obrevant to which a paymont is applied first to the accrued precomputed Elmance dirige and any remainder is subtracted from, or any defice may is added to the outstanding balance of the obligation.

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LEGAL DESCRIPTION

THAT PART OF THE NORTH 40 FEET OF LOT 4 IN YORKE'S SUBDIVISION OF PART OF LOTS 15. ,19, 20 IN BLOCK 1 IN KETTLESTRING'S ADDITION TO HARLEM AND THAT PART OF THE WEST 1/2 OF LOT 20 (EXCEPT THE BORTH 7 FEET THEREOF TAKEN FOR CHICAGO AVENUE) IN BLOCK I IN RETILESTRING'S ADDITION TO MARLEM AFORESAID, LYING MORTH OF THE MORTH LINE OF LOT 4 AFORESAID, IN THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON INTERSECTION OF THE EAST LINE OF KENILUORTH AVENUE WITH THE SOUTH LINE OF CHICAGO AVENUE; THENCE EAST ALONG THE SOUTH LINE OF CHICAGO AVENUE 130 FEET 6-3/4 INCHES; THENCE SOUTH ALONG AN IRON FENCE 123 4-3/4 INCHES TO THE SOUTH LINE OF THE NORTH 40 FEET OF LOT 4 AFORESAID: THENCE WEST 130 FEET 10-3/4 INCHES TO THE EAST LINE OF KENILWORTH AVENUE; THENCE NORTH ALONG THE EAST LINE OF KENILWORTH AVENUE TO THE PLACE OF BEGINNING (EXCEPT THAT PART OF THE WEST 1/2 OF LOT 20 EXCEPT THE NORTH 7 FEET TAKEN TO & CHICAGO AVENUE IN BLOCK I IN KETTLESTRING'S ADDITION TO HARLEM AFORESAID DESCRISED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF MORTH KENILMORTH AVENUE WITH THE SOUTH LINE OF CHICAGO AVENUE; THENCE EAST ALONG THE SOUTH LINE OF CHICAGO AVENUE, 130 FEET 6-3/4 INCHES; THENCE SOUTH 55 FERT; THENCE WEST TO THE EAST LINE OF NORTH KENILHORTH AVENUE; THENCE NORTH 55 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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lad brod boldbar bilar betakkipala stribriya et is entroler, niggira bayba gad barki takitak in M केंग्रही हैंदी बहें जिसे करते. विश्व केंग्रह किए कहा है कि है है है है है के उन्हें के किए के किए के किए के कि ra dalam marangari da rada dikarakan kan mili sarak rada 1900 menganan na rada bahal di perbendikan kengangan rander van de Gregorije vije kriet. Die 1900 bil die 1900 bil de 1900 bil de 1900 de 1900 de 1900 de 1900 de 1 De rogrije vij de 1999 rouge de 1900 de 1900 bil de 1900 de 1 HER THERE FOREITS FOR COME COME CONTROL OF STATE OF THE SECOND OF THE CONTROL OF THE PARTY OF THE SECOND OF THE We-stated and fortist manufic of the district of their trees for their teal states therefore indicated land mallanda a langual land, me transmis direkti ka telam arman mengerak dibahan languan kandan kandan kandan religiation de combre, les constitues de la constitue de constitue de la constitue de la constitue de constitu Modely to profesions of control for the complete and the control for control and the final being the lines. han kan kan bi bigaran di samatan da balanga man pertetah beberapas bi maksalangan bi er by Mirk Charles signatore et a compart de discontini per version de la compart de la compart de la compart den francisco de la compación de la constante de la compación de la compación de la compación de la compación and the first production where the control of the c TE ENGLISH BENESET AND PROPERTY OF THE SECOND TO THE COURT OF THE COURT OF THE PROPERTY OF THE ng dad nam dadaan kaadiinta sababada kara dibanka ka saka mahan dad dibini dada dada ka dada ka dada dada dada Original professional and leavening the about my or with

