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COOK COUNTY RECUIRDER

OAK LAWN NATIONAL BANK HOME EQUITY LINE OF CREDIT VARIABLE RATE OPEN-END MORTGAGE

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THIS MORTGAGE is dated as of June 11, 19 87, and is made between Diana M. Kielma, divorced, not since remarried, and Sandra I., Maloney, married to William Maloney ("Montgagor") and Oak Lawn National Bank, 9400 South Cicero Avenue, Oak Lawn, IL 60453 ("Montgagee").

RECITALS

THEREFORE, Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required by the terms of the Note or of this Mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and conditions contained in this Mortgage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or any substitute note (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this Mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns all of the real estate (e) ally described as:

Lot 5 in Longwood Gardens Unit Number 2, being a Subdivision of Lot 36 (except the South 24 feet thereof), in Longwood Acres, being a Subdivision of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 and the West 1/2 of the Southeast 1/4 of Section 15, Township 37 North, Range 13, East of the Third Principal Heridian, in Cook County, Illinois.

(Permanent Index No. 24-15-127-005) situated in _______, County, Illinois (which together with the following describe a property is sometimes herein referred to as the "premises"):

- A. All right, title and interest of Mortgagor, including an after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and the alleys adjoining the premises.
- B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or later appertaining to the premises.
- C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagor used or useful in the operation of the real estate, and all renewals or replacements and substitutions of those items, whether or not the same are or shall be attached to the building or buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property which Mortgagor grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD THE PREMISES BY THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER, FOR THE PURPOSES AND USES STATED, FREE FROM ALL RIGHTS AND BENEFITS UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, WHICH RIGHTS AND BENEFITS MORTGAGOR DOES EXPRESSLY RELEASE AND WAIVE.

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- Mortgagor conventants and agrees:
 - a. To pay, when due, all sums secured by this Mortgage.
 - b. To keep the premises in good condition and repair and not commit or permit waste on the premises.
 - c. To keep the buildings now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, and companies, and in sums satisfactory to Mortgagee. All insurance policies shall be held by and payable to Mortgage as its interest may appear. At least fifteen (15) days prior to the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.
 - d. Except to the extent money shall have been deposited and shall be available for payment of taxes under the provisions of the next paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches hereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises or any part thereof and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim. Upon request from Mortgagee, Mortgagor will pay to Mortgagee, on each date on which payment is died under the Note, such amount as Mortgagee may from time to time estimate will be required to pay (before the same shall become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagor shall produre and deliver to Mortgagee, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagore may be applied to the indebtedness secured by this Mortgage and in refunding any part of such amounts, Mortgage may deal with whomever is represented to be the owner of the premises at that time.
 - e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purpose(s).
 - f. To execute and delivery upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or incilitate the enforcement of the lien of this Mortgage.
- 2. Mortgagor hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including these inade by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails of those lease and agreements to Mortgagee.
- 3. Mortgagor assigns and transfers to Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking of or injury to the premises under power of eminent domain or acquisition for public use or quasi-public use; and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee Mortgage is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 4. All monies received by Mortgagee (a) under any policy of insurance. (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use, or (c) from rents and income, may at Mortgagee's option without notice, be used (i) towards the payment of the indebteuriss secured by this Mortgage or any portion of the indebteuriss whether or not yet due and payable; (ii) toward refruct remember of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by Mortgagee not used will be paid over to Mortgager.
- 5. In the event of a default by Mortgagor in the performance of any agreement of Mortgagor under this Mortgage or under any other instrument given as security in connection with this transaction or in any payment provided for in this Mortgage or in the Note, or if (a) there is a default in any prior mortgage affecting for premises for a period of thirty (30) days, (b) there is an advance to Mortgagor under the terms of any prior openieure mortgage without the written consent of Mortgagee, (c) Mortgagor shall become bankrupt or insolvent, or file a pration in bankruptcy or a voluntary polition to reorganize or to effect a plan or other arrangement with creditors or make, an assignment for the benefit of creditors or have a receiver appointed, (d) the mortgaged premises or any part thereof is attached, levied upon or seized, (e) any of the representations, warranties or statements of Mortgagor are incorrect or (f) Mortgagor abandons the mortgaged property, or sells or attempts to self all or any part of any interest in the premises, then and in any of such events, at Mortgagee's option, the whole amount secured shall become immediately due and payable without notice or demand and this Mortgage shall be foreclosed accordingly. If Mortgagor should abandon the mortgaged property, Mortgagee may take immediate possession of the property with or without foreclosure.
- 6. If any of Mortgagor's covenants or agreements contained in this Mortgage are not performed, Mortgage may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim or redeem from any tax sale or forfeiture affecting the premises or contest any tax assessment. All monies paid for any of the purposes authorized and all expenses paid or incurred in connection with those purposes, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien of this Mortgage shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest due on those payments as provided in the Note secured hereby.
- 7. In the event of foreclosure of this Mortgage, Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee or in connection with any proceeding to which Mortgagee is a party by reason of this Mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filling of foreclosure and the preparation of such foreclosure, together with all other and further expenses of foreclosure.

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. \\ \text{V8 et ,} \\ \text{300C} \\ 11 lises laister and hand and notation by other than the bound of the list of the	Given ı
SS. = COOK M. Klelma and Sandra L. Maloney and William Maloney (she) appeared before me this day in person and acknowledged that they (he) (she) signed, sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their (his) (her) tree voluntary sct, for the uses and purposes stated in the Mortor sealed and delivered unent as their day in person and acknowledged they (he) (she) signed and delivered unitary sct, for the uses and purposes stated in the Mortor sealed and delivered unitary sct.	that I) £analis (are) person that they (he) that they (he) the said instri
SS.	STATE OF IL
SIGNIT	11 30 31412
Signing separately attition the purpose of Homestead rights.	
Mongs qc Malliam Maloney	Mortgagor
regions malling	
Diana M. Kielma Mongagor Sandra L. Maloney	Mortgagor
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ponelicial interest of £n/ trust which may hold title to the premises (including a collateral assignment thereof) whether operation of law, volur tarily, or otherwise, or if Mortgagor contracts to do any such act, Mortgagee, at its option, may accelerate the maturity of the Mote causing the full principal balance and accured interest to be immediately the and payable without notice to Mortgagor. Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the Mortgage. Any waiver by Mortgagee of the provisions of the paragraph and the future. The terms of the Mote of the same date as this Mortgage and all renewals, extensions and modifications are hereby noticed by reference into this Mortgage. Mortgager has executed this Mortgage the day and year lirst above written.	1 1 2 3 1 1 1 2 1
Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor providation this Mortgago shall be given by mailing such notice by certified mail addressed to Mortgagoe at a the Property Address or at such other address as Mortgagor may designate by notice to Mortgagoe as provided herein, and (b) any rotice to Mortgagoe shall be given by certified mail, return receipt requested, to Mortgagoe shall be given by certified mail, return receipt requested, to Mortgagoe as address as and notice provided to result to the radices as Mortgagoe may designate by notice to Mortgagor as provided herein. Any notice provided or in this 'Acrtgago shall be deemed to have been given to Mortgagor or Mortgagoe when given in the manner designated neters.	
No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy conferred now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in any exercise of any of the Mortgagee's rights shall preclude the subsequent defaults. Time is of the no waiver by Mortgagee of any default of Mortgage or the Mortgage or the More conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the More which can be given effect placed in the conflict shall not affect other provisions of the Mortgage or the More which can be given effect with applicable law, such conflict shall not affect other provisions of the Mortgage and the More are declared to be severable. This Mortgage shall be governed by the laws of the State of Illinois.	
ment of the indebtedness of any part thereof, whether or not such person shall have executed the Note of this Mortgage.	

The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the paynumber shall include the plural, and the plural the singular and the use of any gender shall be applicable to all genders. to the benefit of and bind the respective heirs, successors and assigns of the padies. Whenever used, the singular until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure Every maker or other person liable on the Note shall remain primarily bound (jointly and severally, it more than one)

the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold. and sales, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against