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SPACE ABOVE THIS LINE FOR RECORDERS USE

SUCCESS PLUS

87384788

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY

THIS MORTGAGE DATED July 9, 1987 TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among Solomon Cytrynbaum and Susan A. Lee, his wife

(herein "Borrower"), and First National Bank of Lincolnshire, a national banking association, whose address is One Marriott Drive, Lincolnshire, Illinois, 60015-0880 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, in which event Borrower conveys, mortgages and quitclaims) unto Lender and Lender's successors and assigns, the following described property located in the city of Evanston, County of Cook, State of Illinois, which has the address of 2221 Harrison, Evanston, Illinois 60201 (herein "Property Address"); Permanent Index No. 10-12-101-026

LEGAL DESCRIPTION:

LOT 27 IN BLOCK 1 IN HARTREY'S ADDITION TO NORTH EVANSTON IN SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions hereto, 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property", as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC).

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a First National Bank of Lincolnshire Success Plus Agreement and Disclosure Statement ("Agreement") of 26,000.00 and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of US \$ 26,000.00, or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable ten (10) years from the date thereof; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage or advanced by honoring demands under Paragraph 6(c) of the Agreement; and the performance of the covenants and agreements of Borrower contained herein and in the Agreement and the Note. The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents". The Credit Documents contemplate, and this Mortgage permits and secures, at Mortgagee's discretion future advances in a total amount up to 1 1/2 times the principal sum of the Note as set forth above.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note. In this regard, the Note provisions set forth verbatim below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Note or to cancel future advances for reasons other than default by the Borrower.

The first four paragraphs of paragraph 3 of the Note, entitled "INTEREST (VARIABLE RATE)", provide as follows:

The annual interest rate applied to the outstanding principal balance on this Note is calculated daily and equal to the Base Rate plus 1.5 percentage point for the portion of your outstanding balance up to \$10,000.00, 1 percentage point for the portion of your outstanding balance from \$10,000.01 to \$25,000.00 and .5 percentage point for the portion of your outstanding balance of \$25,000.01 or more. Total advances under the line of credit, solely for purposes of determining the number of percentage points to be added to the Base Rate, will be determined on the 16th business day of each month. The Base Rate is the average of the "prime rates" or "base rates" quoted on the last business day of the prior month by Citibank, N.A. (New York), Continental Illinois National Bank and Trust Company of Chicago, First National Bank of Chicago, and Bank of America, N.A. & S.A. (San Francisco) or their successors. The term "prime rate" or "base rate" as used in connection with the aforementioned banks, means the lowest interest rate offered to the banks' preferred borrowers for short-term, unsecured commercial loans and so announced by those banks. If one or more of these banks ceases to quote a prime or base rate, the Base Rate will be the average of the prime rates quoted by the above named banks which continue to quote a prime or base rate. If none of the above named banks quotes a prime or base rate, then the prime or base rate of the largest (in terms of assets) bank headquartered in Illinois quoting a prime or base rate will be used.

There is no maximum limit or increases in the annual interest rate, and decreases in the annual interest rate are mandatory as the Base Rate declines. Conversely, if the Base Rate increases, so will the annual interest rate.

Any change in the interest rate will be implemented on the 16th business day after a change in the Base Rate. I understand that I will not be provided with any advance notice of changes in interest rates or the Base Rate, except for changes in the method of calculating the annual interest rate as provided by paragraph 12 of the First National Bank of Lincolnshire Success Plus Agreement and Disclosure Statement I have signed (the "Agreement").

Interest charges will be calculated by applying the daily periodic rate to the "average daily balance" of the account. I understand that Note Holder will pay, on a daily basis and on my behalf, for advances obtained by me under this Note as a result of charges and checks paid on each day in amounts not to exceed my credit line. Interest for any such payments by Note Holder on my behalf will be charged beginning on the date Note Holder makes the payment or, in the case of checks, on the date they are presented for payment or on the date any cash is advanced, and will continue until such payment has been repaid in full, except that:

- (a) Interest will not be charged on the amount of new Credit Card purchases posted to my account during a billing cycle if the total amount owed Note Holder at the beginning of that billing cycle is paid in full within 25 days after that beginning date.
- (b) Interest will not be charged on the outstanding balance of Credit Card purchases at the beginning of the billing cycle if that balance is paid in full within 25 days after that beginning date.

Paragraph 6 of the Note, entitled "CALL OPTION", provides in its entirety as follows:

"Without cause, Note Holder can either (a) cancel my right to any future advances under my line of credit, without requiring accelerated repayment of my outstanding principal balance (that is, "freeze" the line), or (b) cancel my right to any future advances and also require accelerated repayment of my outstanding principal balance plus accrued interest and other charges imposed on my credit line (that is, "terminate" the line).

Note Holder may freeze or terminate the line pursuant to this paragraph 6 by giving me written notice of its election to do so. To be effective, the notice must be given with three (3) business days before or after either the fifth anniversary of the date of this Note or any subsequent anniversary date up until the tenth anniversary. The notice must be sent registered or certified mail, addressed to me at the Property's address (or such other address as I have given Note Holder). The notice will be deemed to have been given on the date it is deposited in the mail regardless of when I actually receive it.

If Note Holder gives me such a notice pursuant to this paragraph 6, my right to any future advances under my line of credit will expire as of 12:01 a.m., Central time, on the eleventh (11th) calendar day after the notice is given. For example, if the notice is given on May 15, my right to future

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13. **BORROWER'S COPY.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. **REMEDIES CUMULATIVE.** Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents, or which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

15. **EVENTS OF DEFAULT.**

a. **Notice and Grace Period.** An Event of Default will occur hereunder upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation of Borrower's covenants under any of the Credit Documents and upon Borrower's failure to cure such breach or violation, and to provide Lender, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice is given, and expires at 11:59 p.m., Central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 11 hereof and shall contain the following information: (1) the nature of Borrower's breach or violation; (2) the action, if any, required, or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.

b. **Events of Default.** Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods are set forth parenthetically after each event.) The events are: (1) Borrower fails to pay when due any amounts due under the Credit Documents (thirty (30) day grace period); (2) Borrower fails to keep the covenants and other promises made in paragraphs 2 and 5 of the Agreement (no grace period); (3) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application or made any false or misleading statements on Borrower's credit application (no grace period); (4) Borrower dies or changes his or her marital status and transfers Borrower's interest in the Property to someone who either (i) is not also a signatory of all the Credit Documents (no grace period) or (ii) is a signatory of all the Credit Documents if such transfer, in Lender's reasonable judgment, materially impairs the security for the line of credit described in the Credit Documents (no grace period); (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace period); (6) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent, or becomes unable to meet his or her obligations generally as they become due (no grace period); (7) Borrower further encumbers the Property, or suffers a lien, claim of lien or encumbrance against the Property (thirty (30) day grace period in which to remove the lien, claim of lien or encumbrance); (8) Borrower defaults on an action is filed alleging a default under any credit instrument or mortgage evidencing an obligation of Borrower with priority of payment over the line of credit described in the Credit Documents or whose lien has or appears to have any priority over the lien hereof (no grace period); or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property (no grace period); (9) Borrower fails to keep any other covenant contained in any of the Credit Documents not otherwise specified in this paragraph 15 (thirty (30) day grace period, unless the failure is by its nature not curable, in which case no grace period or, if another grace period is specified in the Credit Documents, that grace period shall prevail). When, after expiration of applicable grace periods, Lender terminates the Account, Borrower must immediately return all unused Checks and Card(s) to Lender, and (2) pay the entire outstanding balance of Borrower's Account plus accrued FINANCE CHARGES, late charges and other charges imposed on said Account; or (10) Borrower sells or transfers all or any part of the property securing the line of credit without Lender's prior written consent (no grace period); or (11) Borrower fails to submit updated financial information to Lender upon its request (30 days grace period beginning on date of Lender's request).

16. **TRANSFER OF THE PROPERTY.** If Borrower, or beneficiary of the Trust, if a trust, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable. Any such action by Borrower or beneficiary of the Trust shall constitute an immediate Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

As an alternative to declaring all sums secured by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to close of the sale or transfer or the promise to sell or transfer, to the transferee's assumption of the outstanding obligation under the Note, on terms satisfactory to Lender, subject to Lender's right, described in paragraph 6 of the Note, to cancel further advances or accelerate the outstanding balance of the line of credit. Lender's acceptance of the transferee's assumption of the obligation under the Note shall not release Borrower from any of its obligations under the Note and Mortgage, and Borrower shall assume the status of the guarantor of the Note until paid in full. Borrower understands that Lender will not permit the assumption of the outstanding balance under the Note in any event and will declare the entire outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see paragraph 17 hereof), unless (i) Borrower has submitted to Lender a written acknowledgement from the transferee that the transferee has received (a) a copy of each of the Credit Documents and (b) notice of the amount of Borrower's outstanding principal balance on the line of credit; (ii) Borrower has submitted to Lender a written acknowledgement from transferee that transferee has received such material and understands that Lender's security interest reflected by this Mortgage will remain on the Property until the entire outstanding principal balance of Borrower's line of credit as of the date of such sale or transfer or promise, plus any subsequent borrowings made under Borrower's line of credit before Lender has actual knowledge of the sale or transfer, together with accrued interest and other charges, is paid in full; (iii) Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthiness of the transferee as if a new loan were being made to the transferee; and (iv) Lender does not, in its sole opinion, believe that (A) its security will be impaired or (B) a breach of any promise or agreement in this Mortgage will occur or (C) such transfer will permit the acceleration of any loan which has priority in right of payment over the indebtedness evidenced by the Note. Further advances on the line of credit will cease as of the date of the written assumption agreement signed by transferee and Lender. The transferee and Borrower shall retain the right to repay the Note before the Due Date, in whole or in part, at any time without premium or penalty.

17. **ACCELERATION; REMEDIES (INCLUDING FREEZING THE LINE).** Upon the existence of an Event of Default, Lender may, at its sole option, terminate the line, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 15 and 16 of this Mortgage, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, either superior or inferior to the lien of this Mortgage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 11 of this Mortgage. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in any of the Credit Documents.

18. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof, or abandonment, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and 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. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. **RELEASE.** Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. **REQUEST FOR NOTICES.** Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as set forth on page one of this Mortgage.

21. **INCORPORATION OF TERMS.** All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full. Any Event of Default under the Note or the Agreement shall constitute an Event of Default hereunder, without further notice to Borrower.

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First National Bank of Lincolnshire
P.O. Box 777
Lincolnshire, Illinois 60115-0777
(312) 634-4200

THIS INSTRUMENT PREPARED BY:

Commission expires:

Notary Public

Given under my hand and official seal, this _____ day of _____, 198____
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that
the foregoing instrument as such Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the said corporation, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also and there own free and voluntary act, and as the free and voluntary act of said corporation, did affix the said corporate seal of said corporation, as Trustee, for the uses and purposes therein set forth.
Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the said corporation, as Trustee, for the uses and purposes therein set forth.

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mail to:

STATE OF ILLINOIS
COUNTY OF COOK
SS: _____
(Title)

By _____
(Title)

"OFFICIAL SEAL"
Janis A. Anderson
Notary Public, State of Illinois
My Commission Expires 3/24/81

Commission expires:

7-3-24-91

Given under my hand and official seal, this _____ day of _____, 198____
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me
therein set forth including the release and waiver of the right of homestead.

STATE OF ILLINOIS
COUNTY OF ILLINOIS
SS: _____

Individual Borrower
Susan A. Lee
Individual Borrower
Susan A. Lee
Individual Borrower
Susan A. Lee
Individual Borrower
Susan A. Lee

IN WITNESS WHEREOF, Borrower has executed this Mortgage
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me
therein set forth including the release and waiver of the right of homestead.

24. CAPTION, MORTGAGE AND ASSIGNS. The caption and conditions of this Mortgage are for convenience and reference only. They in no way define
and serve to the benefit of the heirs, successors and assigns of the Borrower.

25. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage,
the agreement of the Note there shall be allowed and included as additional indebtedness in the judgment or decree, all expenditures and expenses
which may be paid or incurred by or on behalf of Borrower, for attorneys' fees, appraisers' fees, auditors' fees, documentary and expert evidence
preparing all abstracts of title, title searches and examinations, title insurance policies, foreign certificates, and similar data and assurances with respect to
the condition of the title or of value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and
fees to be incurred in the prosecution of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by
Lender in any litigation or proceeding affecting this Mortgage, the Note or in preparation for the commencement or defense of any
proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.

26. WAIVER OF STATE TORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation,
redemption, day extension, or exemption laws, or any so-called "mortgage laws," now existing or hereafter enacted, in order to prevent or hinder the
enforcement of foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who claim through or under it,
waives any and all right to have the property and estate comprising the Property marketed upon any foreclosure of the lien hereof and agrees that any
court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from
any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagee, the trust estate, and all persons beneficially
interested therein, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage,
and on behalf of all other persons to the extent permitted by Illinois Law.

27. TAXES. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of
mortgages or debts secured thereby, or the manner of operation of such laws, so as to affect the interest of Lender, then and in such event Borrower shall
pay the full amount of such taxes.

28. ACTUAL KNOWLEDGE. For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received
actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at First
National Bank of Lincolnshire, P.O. Box 777, Lincolnshire, Illinois 60115-0777, for such other address specified by Lender to Borrower. Such date shall be
conclusively determined by reference to the return receipt by reference to the "Received" date stamped on such written notice by Lender to
information not provided by Borrower under the Credit Documents. Lender will be deemed to have actual knowledge of such event or information as of
the date it is received by a court or other governmental agency, institution, lender, or the company. The actual date of receipt shall be determined by reference to the "Received"
date stamped on such written notice by Lender to Lender's agent.