

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO: First National Bank of Lincolnshire
One Merritt Drive
Lincolnshire, Illinois 60015-0880
Acc. No.

UNOFFICIAL COPY 89-513218

SPACE ABOVE THIS LINE FOR RECORDER'S USE

89-513218

SUCCESS PLUS

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY
THIS MORTGAGE DATED October 10, 1988 TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by
and among

Joong Soon Hong, also known as Jeng Soon Hong, and Young Soon Hong,
Husband and Wife

(herein "Borrower"), and First National Bank of Lincolnshire, a national banking association, whose address is One Merritt 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 quietclaims) unto Lender and Lender's successors and assigns, the following described property located in
the Municipality of Palatine, County of Cook, State of Illinois,
which has the address of 708 Longview Lane, (herein "Property Address"); Permanent Index No. 02-22-311-002-0000

LEGAL DESCRIPTION

LOT 8 IN THE KNOLLS OF PALATINE, BEING A RESUBDIVISION OF THE NORTH 1/2 OF LOTS
18 AND ALL OF LOT 17 IN ARTHUR T. MCINTOSH AND COMPANY'S QUENTIN ROAD FARMS,
BEING A SUBDIVISION OF THE WEST 90 ACRES OF THE SOUTH WEST 1/4 OF SECTION 22,
TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE
NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 10
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter
located on the property, and all easements, rights, preferences 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 therein, 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 even date herewith and by Borrower's Variable Interest Rate
Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$80,000.00 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 overdrafts 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 advance 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.T. &
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 of 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.

89-7199

COMMUNITY TITLE GUARANTEE CO.
300 East Lake Street
Arlington, Illinois 60010

89-513218

1400

If Note Holder gives me such notice pursuant to this paragraph, my right to any future advance of my line of credit will expire as of 12:01 a.m. Central time, on the eleventh (11) calendar day after two notices is given. For example, if I give you notice on May 15, my right to future advances will expire at 12:01 a.m. on May 26. The notice specifies that I am freezing my line, rather than merely freezing it. I will be obligated to repay my outstanding principal balance, and all accrued interest and other charges imposed on my credit line, no later than one hundred and twenty (120) calendar days after the notice is given. If the notice specifies that Note Holder is freezing my line, rather than terminating it, I am not obligated to repay my outstanding principal balance until the Due Date, provided, however, that Note Holder will still have the right, in accordance with and at the times specified in this Note, to give me a subsequent notice terminating my line entirely, thus advancing the date principal repayment is due."

COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with and pursuant to the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges and other charges imposed under the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 20 of this Mortgage; then to interest payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's obligations to make any payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of trust) on the Property which may sustain any priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.

4. HAZARD INSURANCE. Borrower shall, at its cost, 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 (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligations secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the insurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender 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 which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage, after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Lender and Borrower in this connection) and in such order as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition, shall become the property of Lender 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 use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly 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 promptly 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, and constituent documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements if 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.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Credit Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorneys' fees, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has 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 and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower, requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender'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 Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to accept, release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or a waiver or failure to exercise any right granted herein or under the Credit Documents shall not operate to release, in any manner, the liability of the original Borrower. Borrower's successors in interest, or any guarantor or surety thereof, Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as consenting or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other fees or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; COSIGNERS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encumber that Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower'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. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

11. NOTICES. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it to, or by mailing such notice by registered or certified mail addressed to, Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) at the Property Address or at such other address as Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) may designate by written notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at First National Bank of Lincolnshire, P.O. Box 777, Lincolnshire, Illinois, 60015-0777 or to such other address as Lender may designate on the monthly statement to Borrower (or to Borrower's successors, heirs, legatees, devisees and assigns which have provided Lender with written notice of their existence and address) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11. Notwithstanding the above, notice of Lender's change of address may be sent by regular mail.

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Form No. 91 (Revised 11/81)

Box 156

Michelle Jackman
First National Bank of Lincolnshire
P.O. Box 777
Lincolnshire Illinois 60115-0777
312) 636-4206

THIS INSTRUMENT PREPARED BY

Commission Expires

Notary Public

Given under my hand and official seal, this 19th day of October, 1989

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 voluntarily appear before me this day and acknowledged that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK

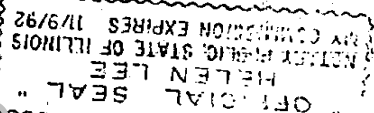
(Title)

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ATTEST

By _____
not personally but solely as trustee as aforesaid

IF BORROWER IS A PERSON N/A



Commission Expires

Given under my hand and official seal, this 10th day of October, 1989

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 voluntarily appear before me this day and acknowledged that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK

Individual Borrower

Individual Borrower

Individual Borrower Joong Soon Hong
Individual Borrower Joong Soon Hong
Individual Borrower Joong Soon Hong

Individual Borrower Joong Soon Hong
Individual Borrower Joong Soon Hong
Individual Borrower Joong Soon Hong

IF BORROWER IS AN INDIVIDUAL(S)

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness, accruing hereunder or to perform any covenant or other express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

28. TRUSTEE EXCULSION. If this Mortgage is executed by a Trust, N/A

27. CAPTIONS, SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

26. 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 here shall be allowed and included, as additional indebtedness in the judgment of decree, all expenditures and expenses, which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, sidestampers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree, of preparing all abstracts of title, title searches and examinations, the insurance policies, Terms certificates, and similar data and assurance with respect to the as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the life or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may 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 the Property 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.

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension or exemption laws, or any so-called "mechanic's lien laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estate comprising the Property marshaled 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 sale under any order of 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.

24. TAXES. In the event of the passage of any law changing the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

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22. TIME OF ESSENCE. Time is of the essence in this Mortgage, and the Note and Agreement...

21. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement are...

20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower...

19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account...

18. ASSIGNMENT OF BENEFIT; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder...

17. ACCELERATION; REMEDIES INCLUDING FORECLOSURE (INCLUDING FORECLOSURE THE LINE). Upon the existence of an Event of Default...

16. TRANSFER OF THE PROPERTY. Borrower, or beneficiary, or assignor or transferee, or promisor or contract...

15. EVENTS OF DEFAULT. An Event of Default will occur hereunder upon the expiration of the applicable grace period...

14. REMEDIES AVAILABLE. Lender may exercise all of the rights and remedies provided in this Mortgage...

13. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage...

12. GOVERNING LAW; SEVERABILITY. The laws of the jurisdiction in which the Property is located...

11. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement are...

10. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower...