COOK COUNTY, ILLINOIS

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SECOND MORTGAGE ADJUSTABLE INTEREST RATE LOAN

This Instrument Prepared by:

Pauline J. Johnson
Boulevard Bank National Association
410 North Michigan Avenue
Chicago, Illinois 60611

All Notices to Lender Shall be Mailed or Delivered to the Above Address.

12.00

THIS MORTGAGE, dated October 2, 1989, between James G. Houston and Barbara C. Houston, his wife 326 Hawthorn Avenue of the Village of Glencoe, County of Cook, State of Illinois (hereinafter called "Borrower") and BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association doing business in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with its successors and assigns, called the "Lender"):

WHEREAS, the Borrower is justly indebted to Lender in the maximum principal sum of Thirty Thousand and 00/100------------------------------ DOLLARS ($ 30,000.00 **) or the aggregate unpaid amount of all Loans made by Lender pursuant to that certain Boulevard Equity Line Agreement and Truth-in-Lending Disclosure Statement ("Agreement") and Boulevard Equity Line Promissory Note ("Note"), each of even date herewith, whichever is less, payable to Lender at its offices in Chicago, Illinois at any time after five years from the date hereof, or sooner if a default as specified in the Agreement has been declared and Lender exercises its right to accelerate payment, together with interest payable in accordance with the terms of the Agreement and Note all as more specifically described in said Agreement and Note and by this reference thereto hereby made a part hereof;

NOW THEREFORE, to secure (i) the payment of all Loans made by Lender to Borrower pursuant to the terms of the Agreement (all future loans or advances are to have the same priority as if such future loans or advances had been made on the date of the execution of this mortgage) together with all interest on the unpaid principal amount of Loans outstanding from time to time, and (ii) the performance and observance of all terms, conditions and provisions of this Mortgage and the Agreement, Borrower does hereby mortgage, grant, convey and warrant to the Lender the following described real property located in the County of Cook, State of Illinois:

TO WIT: LOT 4 IN HAWTHORNE SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 21 IN GLENCOE, IN SECTION 7, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 326 Hawthorn Avenue, Glencoe, Illinois 60022

P.I.N.: 05-07-216-004-0000

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together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The Borrower covenants and agrees: (1) to pay said indebtedness, and all other amounts that may be payable under the Agreement and Note, as provided in the Agreement and Note or according to any other agreement extending the time of payment; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the legal holder of the Note, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the Lender, as their respective interests may appear, and upon request, to furnish to the Lender or to the legal holder of the Note satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

The Borrower further agrees that, in the event of any failure so to insure, or pay taxe, or assessments, or pay the indebtedness secured by any prior encumbrances either the Lender or the legal holder of the Note may, from time to time, but need not, procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the indebtedness securing any prior encumbrances on the premises; and the Borrower agrees to reimburse the Lender or the legal holder of the Note as the case may be, upon demand, for all amounts so paid, together with interest thereon at 12% from the date of the payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Borrower further agrees that, in the event of a breach of any of the aforesaid covenants or agreements, of any covenants or agreements contained in the Agreement and Note in the indebtedness secured hereby shall, at the option of the legal holder of the Note without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had been matured by its express terms.

The Borrower further agrees that all expenses and disbursements paid or incurred in behalf of Lender in connection with the foreclosure hereof (including but not limited to, reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Borrower; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender or the legal holder of the Note, as such, may be a party, shall also be paid by the Borrower. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree or order of sale shall have been entered or not, shall not be dismissed nor release hereof given, until such expenses and disbursements, and costs of suit including attorneys' fees, have been paid. The Borrower, for the Borrower and for the respective heirs, executors, administrators, successors and assigns of the Borrower, waive all right to the possession of any income from the premises pending such foreclosure proceedings, and agree that upon the filing of any complaint to foreclose this Mortgage, the court in which such complaint to foreclose this Mortgage may at once and without notice to the Borrower, or to any party claiming under the Borrower, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues, and profits of the premises.

The lien of this Mortgage is subject and subordinate to the lien of a prior encumbrance of record on the premises in favor of Boulevard Bnak NAtional Ascociation, a National Banking Association in the amount of $ 170,000.00 and recorded (registered) as Document No 894 15852 with the Cook County, Illinois Recorder of Deeds (Registrar of Titles).

Notwithstanding the nonexistence of any indebtedness outstanding at the time of any loan or advance made under the terms of said Agreement, the lien of this mortgage will remain.

The term "Borrower" as used herein shall mean all persons signing this Mortgage and each of them, and this Mortgage shall be jointly and severally binding upon such persons and their respective heirs, executors, administrators, successors and assigns.

All obligations of the Borrower, and all rights, powers and remedies of the Lender and the holder of the Note, expressed herein shall be in addition to, and not in limitation of those provided in the Note or by law.

The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for national banking associations, and to the extent state law applies, the laws of the State of Illinois shall apply. If any paragraph, clause or provision of this Mortgage or the Note or any other notes or obligations secured by this Mortgage is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the Note or other notes or obligations secured by this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage executed by Borrower and recorded with it.

x James G. Houston (Seal)

James G. Houston

(Seal)

x Barbara C. Houston (Seal)

Barbara C. Houston

(Seal)

State of Illinois **Cook County ss:**

I, Shari Scheckel, a Notary Public in and for said county and state, do hereby certify that James G. Houston and Barbara C. Houston, his wife, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 3 day of October, 1989

My Commission Expires:

Shari Scheckel
Notary Public

This instrument was prepared by:

Pauline J. Johnson
400 North Michiagn Avenue
Chicago, Illinois 60611

AFTER RECORDING
MAIL THIS INSTRUMENT TO
BOULEVARD BANK NATIONAL ASSOCIATION
ATTN: Financial Services
410 North Michigan Avenue
Chicago, IL 60611

"OFFICIAL SEAL"
Shari Scheckel
Notary Public, State of Illinois
My Commission Expires 5/24/91

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