

ACKNOWLEDGMENT: STATE OF ILLINOIS, DuPage County ss. The foregoing instrument was acknowledged before me this 18th day of January, 1989 by Dennis M. Sylvester and Martha Sylvester, his wife.

My commission expires: _____

Signature: *Dennis M. Sylvester*

SIGNATURES: *Martha Sylvester*

TERMS AND COVENANTS: I agree to the terms and covenants contained in the mortgage and in any riders described below and signed by me.

Adjustable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

Commercial Construction

The above obligation is due and payable on January 18, 1994. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of \$2,100,000.00 (Two million, one hundred thousand and no/100 dollars) plus interest, penalties, fees, prepayment penalties, or amounts due on such disbursements.

Adjustable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

Commercial Construction

The above obligation is due and payable on January 18, 1994. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of \$2,100,000.00 (Two million, one hundred thousand and no/100 dollars) plus interest, penalties, fees, prepayment penalties, or amounts due on such disbursements.

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

X-Resolving credit loan agreement dated January 18, 1989, with an annual interest rate of 11.00%. All amounts owed under this agreement are secured even though not all amounts may be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in the mortgage and in any other document incorporated hereinto. Secured debt as used in this mortgage includes any amounts owed you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (list all instruments and agreements secured by this mortgage and the dates thereof).

LEGAL DESCRIPTION: Lot 4 and 5 in Block 41 in S.E. Grove, 1st addition to Grovedale, a Subdivision in the North West 1/4 of Section 36, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 3208 Madison Brookfield Illinois 60108

PIN#: 15-34-113-064

REAL ESTATE MORTGAGE: For value received, Dennis M. Sylvester and Martha Sylvester, his wife mortgage and warrant to you to secure the payment of the secured debt described below, on January 18, 1989.

The real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

MORTGAGOR Dennis M. Sylvester Martha Sylvester 3208 Madison Brookfield, IL 60113	MORTGAGEE Oak Brook Bank 2021 Spring Rd. Oak Brook, IL 60522
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13.00

This instrument was prepared by 89034306

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5-9010943- April. Act. Dept

UNOFFICIAL COPY

COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to 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, I will perform all of my duties under the covenants, by laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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NOTICE: See the reverse side for additional terms and for information about... SIGNATURES: By signing below, you agree to the terms on both sides of this agreement... ATTORNEY'S FEES: You agree to pay all our costs, including reasonable attorney's fees...

CHANGING THE TERMS OF THIS AGREEMENT: We reserve the right to change any term in this agreement... ADDITIONAL FEES: You agree to pay the following additional fees: A late charge on any payment not paid within 10 days of the payment date...

SECURITY: To secure the payment of what you owe, we have the right to set-off... JUNIOR MORTGAGE on the property commonly known as 3208 Madison, Brookfield, IL, 60513 and held in the name of Dennis M. Sylvestre and Martha Sylvestre...

HOW YOU REPAY YOUR LOAN: You agree to pay accrued finance charges and credit insurance premiums... ANNUAL PERCENTAGE RATE: The corresponding annual percentage rate will be 19.90%...

VAULTED RATE: The annual percentage rate may change, and will always be 2 percentage points above the following "base rate"... FINANCE CHARGE: The periodic rate of finance charge is .917% which is equal to an annual percentage rate of 11.00%...

HOW FINANCE CHARGE IS COMPUTED: Finance charges begin to accrue immediately when we make a loan to you... HOW THE LOAN IS ADVANCED: When you request a loan by one of these methods, we will advance exactly the amount you request...

HOW TO GET A LOAN: You request a loan under this plan whenever you write a check for at least the minimum advance listed above... GENERALITY: When we use the term "loan account balance" in this agreement, we mean the sum of the unpaid principal of loans made under this plan...

HOME EQUITY LINE OF CREDIT

Form with fields for: No., Date, Trans. Acct. #, Line of Credit \$, Minimum Advance \$, Payment Date, Billing Cycle Ends, Triggering Balance \$, Lender's Name and Address, Borrower's Name and Address.

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Property of OAK BROOK BANK

1983 BANKERS' SYSTEMS INC., ST. CLOUD, MN 56301 FORM OCF-11L, LOGO 811

Signature of Martha Sylvestre