THIS MORTGAGE is dated as of <u>April 5</u>, 1989 and is between (, not personally, but as Truste under a <u>Trust Agreement dated</u>; 19, and known as <u>Trust No.</u>) \*Sharon M. Wright, divorced and not since remarried ("Mortgagor") and the First National Bank of Des Plaines ("Mortgagee").

### \*TO BE DELETED WHEN THIS MORTGAGE IS NOT EXECUTED BY A LAND TRUST

#### WITNESSETH:

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of <u>Fifteen Thousand and NO/100 Dollars (15,000.00\*\*\*)</u>(the "Line of Credit"). Payments of interest on the Note shall be due and payable monthly beginning <u>April 15, 1989</u> and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable <u>ten (10)</u> years after the date of this Mortgage. Interest on the Note shall accrue daily at the per annum rate equal to the Variable Rate Index (defined below) for each day the unpaid principal balance outstanding exceeds \$50,000.00. Interest on the Note shall accrue daily at the per annum rate of 1% in excess of the Variable Rate Index for each day the unpaid principal balance outstanding exceeds \$25,000.00 and is less than or equal to \$50,000.00. Interest on the Note shall accrue daily at the per annum rate of 2% in excess of the Variable Rate Index for each day the unpaid principal balance outstanding is less than or equal to \$25,000.00. The maximum per annum rate of interest on the Note will not exceed 19.8%. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagoe, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described as follows:

Lot 18029 in Weather field Unit 18, being a Subdivision in the Southwest quarter of Section 27, and the Southeast quarter of Section 28, Township / i h orth, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded in the Office of the Recorder of Deeds in and County, Illinois on April 8, 1970 as Doc. #21129673, in Cook County, Illinois.

which has the common address of

#### 1020 Cedarcrest Drive Schaumburg, Illinois 60193

and the Real Estate Tax Index Number(s) 2/-28-406-010-0000 and is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtent ices, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and fixtures, including without limitation, all of the "or-going used to supply heat, gas, air condition, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premiss is or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interests in indicate the controlled of the recurrence of the premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as de ine t in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future, advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgager, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Nortgagoe, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, reyal les, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the saine when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such a rail.

Further, Mortgagor does hereby expressly waive and release all rights and barrafits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or in provements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and renain, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process unconsmiction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have here previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- Z. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxe, rencial assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges igainst the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
- 3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use or hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

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- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgage with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Beach insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interest affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All money paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, in ruo ng attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedne a secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to fine post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on a proper annum rate of any Default hereunder on the part of Mortgagee on the part of Mortgagee.
- 8. If Mortgager makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee have do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forficial re, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other liabilities shall become immediately due and payable and Mortgagor shall pay all expense, of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the evidencement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagor to completely cure any Tause for Default and to deliver the Mortgagee written notice of the complete cure of the Cause for Default within ten (10)days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall the Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, condition. This defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagor to pay the Note or Liabilities in accordance with their terms or failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, conficion, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.
- 10. Notwithstanding any other provisions of this Nortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumprance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be inade without the prior written consent of Mortgagee.
- 11. "Liabilities" means any and all liabilities, obligations and ind bredness of Mortgagor or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the first agee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and it permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest provided herein.
- "Variable Rate Index" means the rate of interest, or the highest rate if more than Die, published in the <u>Wall Street Journal</u> in the "Money Rates" column on the last business day of each month as the "Prime Rate" for the proceeding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of thr, the nge in the Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Jank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event the <u>Wall Street Journal</u> discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H.15 for the last business day of each month as the "Bank Prime Loan" interest rate.
- 13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortage shall have the right to foreclose the lien of this Mortage. In any suit to foreclose the lien of this Mortage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches and similar data and assurances with respect to title as Mortagagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortagagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortagagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortagagee or on behalf of Mortagagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortagage shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortagage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortagage after accrual of the right to foreclosure whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any pr
  - 14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.



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- 15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when? Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hierasting payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.
- 16. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.
- 17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 18. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.
- Upon request by Mortgagee, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest payment pursuant to the Note sectice, hereby, and on the day each and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully paid, usum aqual to 1/12th of the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises. Clotwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part solveof, now constructed or to be constructed on the Premises, then the amount of taxes and assessments which shall be levied or assessed. Mortgagor unther covenants and agrees that, upon request by Mortgagee; Mortgagor will also deposit with Mortgagee as the case may be, for taxes and assessments with expect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the right to a and assessment deposit hereinabove mentioned. The deposits are to be held-in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient; to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall; within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay uch taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments.
- 20. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and, assessments pursuant to the terms of Paragraph 19 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the data when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the run pose of paying the insurance premiums.
- 21. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereund?. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The viord "Mortgagee" includes the successors and assigns of Mortgagee.
- 22. In the event the Mortgagor is a land trustee, then this Mortgagor is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it is the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and though enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or rans er thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.
- 23. This Mortgage has been made, executed and delivered to Mortgagee in Cet Plaines, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

Tharon M. Wright

WITNESS the hand and seal of Mortgagor the day and year set forth above.

This Mortgage was prepared by:

Ronald T. Larson, AVP THE FIRST NATIONAL BANK OF DES PLAINES 701 Lee Street Des Plaines, IL 60016 89177823

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STATE OF ILLINOIS **COUNTY OF COOK** 

I, Ronald T. Larson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sharon M. Wright, divorced and not since remarried personally known to me to be the same person whose name is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of April, 1989.

"OFFICIAL SEAL" RONALD T. ARSON Notary Public, Clar of Illinois My Commission Expire: 6/18/92

My Commission Expires:

\$14.00

DEPT-01 1/6555 1/9877 7/5555 TRAN 6238 04/21/89 14:03:00

1987 FE \*-89-177823

CODE COUNTY RECORDER