

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN 89311600

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

THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among

Brookfield Federal Bank For Savings, a Corporation of The United States of America, as Trustee Under Trust Agreement Dated November 28, 1988 and Known as Trust Number 276, 11311 Cornell Park Drive, Suite 400

(herein "Borrower"), and ~~XXXXXXXXXXXXXXXXXXXX~~ whose address is Cincinnati, Ohio 45242 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages unto Lender and Lender's successors and assigns, the following described properties located in the City of Orland Park, County of Cook, State of Illinois:

Lot 48 in Orland Trails, being a Subdivision in the West 1/2 of the Northwest 1/4 of Section 6, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 13642 Old Post Road, Orland Park, Illinois

(herein "Property Address").

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 thereto, 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) (UCC), 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 Line of Credit Agreement, Note and Disclosure ("Agreement") of even date herewith in the maximum principal sum of U.S. \$ 50,500.00 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 15 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, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement. This Mortgage permits and secures future advances which have the priority of the original advance. All advances will be made within 20 years of the date of this Mortgage.

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 if 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 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 Agreement calls for a "variable interest rate," and that the Lender may, prior to the expiration of the term of the Agreement cancel future advances thereunder and/or require repayment of the outstanding balance under the Agreement. In this regard, the Agreement 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 Agreement or to cancel future advances for reasons other than default by the Borrower.

The paragraph of the Line of Credit Agreement, Note and Disclosure entitled "FINANCE CHARGE" provides as follows:

FINANCE CHARGE. We will charge a one time only \$ N/A Origination Fee. We will also charge a Daily Rate which will be adjusted as described below. We will multiply the Daily Rate by the Average Daily Balance and the number of days in the billing period to determine the FINANCE CHARGE for each month. We calculate the Average Daily Balance by adding the balances outstanding at the end of each day during the billing period and dividing that amount by the total number of days in the billing period. The balances outstanding at the end of each day reflect transactions charged and payments received during that day. They do not include any unpaid credit life insurance charges. On the first billing statement only, the FINANCE CHARGE will also include the Origination Fee. The Origination Fee will not be included in the daily balance in calculating the Average Daily Balance. Under this method of calculating the Average Daily Balance, there is no period in which credit extended may be repaid without incurring FINANCE CHARGE. The FINANCE CHARGE will begin, for the first transaction today. The FINANCE CHARGE will begin, for any Draft advance, on the date we honor such Draft. The Daily Rate will never be less than 9.178% (7.00% ANNUAL PERCENTAGE RATE) or more than 14.5205% (16.50% ANNUAL PERCENTAGE RATE). Otherwise, the Daily Rate will be tied to the "Prime Rate" announced from time to time by the Wall Street Journal. Any change in the Daily Rate will be effective beginning at the end of every third billing period. Such change will govern the periods covered by the next three billing period(s). The new Daily Rate will be determined by adding 2.00% to the Prime Rate in effect on the 25th day of the month in which every third billing period ends and dividing that sum by 365. The Daily Rate for the periods covered by the first three billing period(s) will be 12.8707%. This corresponds to an ANNUAL PERCENTAGE RATE OF 10.50%. If this box is checked, the following disclosure in brackets applies: [The initial Daily Rate and ANNUAL PERCENTAGE RATE are not tied to this formula. If they were, the Daily Rate for the first three billing periods would be 10.3516%. This corresponds to an ANNUAL PERCENTAGE RATE OF 13.00%.] The Daily Rate will not be changed more than NA% (NA% per year) at any one time. An increase in the Daily Rate may increase the monthly payment. If the term "Prime Rate" comes to have a different meaning than it does today or if it is no longer announced by the Wall Street Journal, we have the right to select a comparable index to determine the Daily Rate.

The paragraph of the Line of Credit Agreement, Note and Disclosure entitled "CONDITIONS" provides in its entirety as follows:

- CONDITIONS We will not be obligated to make an advance to you if at the time you request an advance (a) we are aware that you are not regularly and consistently receiving or expecting to continue to receive a monthly income equal to or greater than the monthly income, if any, that you are now receiving, or (b) we are aware that you have not maintained the insurance on the secured real property as required by our Mortgage or if we receive written notice of a delinquency, or that a Notice of Default has been recorded, on any encumbrance senior to our Mortgage, or (c) we are aware that laws or regulations which exist or are enacted by the federal or state government or court decisions are rendered that prohibit us from making such advances or servicing the Agreement or otherwise impair our rights hereunder. Our obligation to make advances to you will terminate and your Line of Credit will terminate if at any time during the term of this Agreement (a) we learn that any of you are subject to bankruptcy proceedings, or (b) you are forty-five or more days delinquent in the making of any payment due to us hereunder, or (c) we learn that you do not then own the secured real property, or that the property has been materially destroyed, or (d) we learn that a Notice of Federal or State Tax Lien has been filed for record against the secured real property or that any statutory lien superior to our Mortgage has been filed for record against the secured real property, or (e) we have received a written request from any of you to close or restrict your Line of Credit account; or (f) we have given you sixty days prior written notice of our election to terminate your Line of Credit; or (g) we learn that any representation or warranty made by you, as required by this Agreement, was false at the time it was made.

COVENANTS Borrower and Lender covenant and agree as follows

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

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13. REMEDIES CUMULATIVE: Lender may exercise all of the rights and remedies provided in this Mortgage and in the Agreement and in the Agreement or which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be exercised as often as occasion therefor shall occur.

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15. EVENTS OF DEFAULT: 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 a breach of the Agreement or violation of the Agreement 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. 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 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 the 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 prohibition of cure of such breach or violation. 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.

16. EVENTS OF DEFAULT: 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 a breach of the Agreement or violation of the Agreement 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. 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 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 the 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 prohibition of cure of such breach or violation. 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.

17. ACCELERATION, REMEDIES: 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, including, but not limited to, reasonable attorney's fees.

18. ASSIGNMENT OF RIGHTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION: As additional security hereunder, Borrower hereby assigns to Lender the rights 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 of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable. Lender shall have the right to collect and retain such rents as they become due and payable. Lender shall have the right to collect and retain such rents as they become due and payable. Lender shall have the right to collect and retain such rents as they become due and payable.

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. Borrower shall pay all cost of recordation, if any.

20. REQUEST FOR NOTICES: Borrower requests that copies of all notices 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 the Mortgage.

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

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

23. ACTUAL KNOWLEDGE: For purposes of this Mortgage and the Agreement, Lender will not be deemed to have received actual knowledge of the information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at [redacted], Ohio (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Receiver" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Agreement, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Receiver" date stamped on such written notice by Lender or Lender's agent.

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