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90482432

Gary D. Neumann

Margaret J. Neumann

185 Briarwood Dr.

Elgin, Il. 60120

MORTGAGOR
"I" includes each mortgagor above

This instrument was prepared by
(Name) Susan Taylor, FNBE, 6 Fountain Sq.
(Address) Plaza, Elgin, Il. 60120

THE FIRST NATIONAL BANK OF ELGIN
6 FOUNTAIN SQUARE PLAZA
ELGIN, ILLINOIS 60120

MORTGAGEE
"You" means the mortgagee, its successors and assigns

REAL ESTATE MORTGAGE For value received I Gary Neumann and Margaret J. Hausl-Neumann, His Wife. mortgage and warrant to you to secure the payment of the secured debt described below, on Sept. 20, 1990 the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures, all called the "property".

PROPERTY ADDRESS 185 Briarwood Dr. (Street) Elgin (City) Illinois 60120 (Zip Code)

LEGAL DESCRIPTION:

Lot 30 in Parkwood East, a Subdivision of part of the NE 1/4 of Section 18, Township 41 North, Range 9, East of the Third Principal Meridan, according to the Plat thereof recorded 10-17-1977 as Document 24151652, in cook county, Illinois

6-18-122-004

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located in Cook County, Illinois

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due.

SECURED DEBT: This mortgage secures repayment of the secured debt, and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe 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)

☐ _____

☐ **Future Advances**: All amounts owed under the above agreement are secured even though not all amounts may yet 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.

☒ Revolving credit loan agreement dated Sept. 20, 1990 with initial annual interest rate of 11.00 %. All amounts owed under this agreement are secured even though not all amounts may yet 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.

The above obligation is due and payable on September 20, 2005 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Twenty Thousand Dollars ($ 20,000.00) plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

☒ **Variable 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.

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

☐ Commercial ☐ Construction ☐

SIGNATURES:

Gary D. Neumann

Margaret J. Hausl-Neumann

Gary D. Neumann

Margaret J. Hausl-Neumann

ACKNOWLEDGMENT: STATE OF ILLINOIS, Cook County, ss.

The foregoing instrument was acknowledged before me this 20th day of September, 1990 by Gary D. Neumann and

Corporate or Partnership Acknowledgment: [ ] of _____ (Name of Corporation or Partnership) a _____ on behalf of the corporation or partnership.

My commission expires

15 sec

Christine M. Robinson (Notary Public)

OFFICIAL SEAL
CHRISTINE M. ROBINSON

ILLINOIS

Property of Cook County Clerk's Office

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.

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Gary D. Neumann
Margaret J. Neumann
185 Briarwood Dr.
Elgin, Il. 60120
Borrower's Name and Address
"You" means each borrower above, jointly and severally.

FIRST NATIONAL BANK OF ELGIN
6 FOUNTAIN SQUARE PLAZA
ELGIN, ILLINOIS 60120
MEMBER FDIC
Lender's Name and Address
"We" or "us" means the lender named above.

No	Initial Advance $ 500.00	Maturity Date Sept. 20, 2005
Date Sept. 20, 1990	Minimum Advance $ 500.00	Billing Cycle Ends 1st day
Trans. Acct. #	Minimum Balance $ 0.00	of every month
Line of Credit $ 20,000.00	Draw Period 7 years	Payment Date 22nd day
Triggering Balance $ -0-	Repayment Period 6 years	of every month

EQUILINE

GENERALLY. This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct. #". "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan.

In addition, we will use the following terms for this home equity plan. "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

"Draw Period" is the time during the plan that you may request loans. The "Repayment Period" is the time during the plan that you must repay your loan account balance. You cannot obtain new loans during this time.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you:

- write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

HOW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed above. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed above. We may, at our option, grant such a request without obligating ourselves to do so in the future.

LIMITATIONS. The following additional limitations apply:

- During the draw period, you may not request advances totaling more than $ N/A per N/A
- During the draw period, you will be limited to a total of N/A advances per N/A
- During the term of the plan, you may not request advances totaling more than $ N/A per N/A
- During the term of the plan, you will be limited to a total of N/A advances per N/A

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in the billing cycle. The average daily balance is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums, if any, that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The daily periodic rate of **FINANCE CHARGE** is 0.0301 %, which is equal to an **ANNUAL PERCENTAGE RATE** of 11.00 %. The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change and will be One Percent (1%) over the following base rate: Continental Illinois National Bank and Trust Company's prime rate. The annual percentage rate may increase if this base rate increases. An increase will take effect on the same day the rate changes. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than once a day. A decrease will have the opposite effect of an increase discussed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 22% and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below ___.

HOW YOU REPAY YOUR LOANS: On or before each payment date you agree to make a minimum payment to reduce your debt. The minimum payment amount is 2% of your loan account balance on the last day of the billing cycle, or $100.00, whichever is greater.

FINAL PAYMENT: On the maturity date listed above, you must pay any remaining loan account balance outstanding. The minimum payment will not fully repay the principal that is outstanding on your line. At that time, you may have to pay the entire balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum insurance, if any. Then we will reduce the finance charges, and finally we will reduce the amount of unpaid loans.

ROUNDING RULE: The minimum payment will be rounded ___ to the nearest $ 1.00

SECURITY: To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you, such as money in your savings or checking account. However, we cannot use in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off.

However, we will have no right of set-off if you can obtain credit under this plan by using a debit or a credit card.

We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated Sept. 20, 1990), in the following property, described by item or type:

That Property Known As:

185 Briarwood Dr.
Elgin, Il. 60120

☐ If checked, collateral securing other loans you have with us may also secure loans under this agreement.

Filing fees $ -0-

If this agreement is secured by real property, we agree to pay any expenses involved in releasing the security interest.

You may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be N/A

CREDIT INSURANCE: Credit life insurance and credit disability insurance are not required to obtain credit. We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed below are applied to your average daily principal balance to determine the premium you owe for each billing cycle.

		TYPE	RATE
You ☐ do ☒ do not	want	single credit life	.000770
You ☐ do ☒ do not	want	joint credit life	.001285

x Gary D. Neumann x Margaret J. Neumann

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- If this is a variable rate plan, we may change the index and margin if the original index described above becomes unavailable. Any new index will have a historical movement similar to the original, and together with a new margin will produce a similar interest rate.
- We may make changes that you have agreed to in writing.
- We may make changes that unequivocally benefit you.
- We may make changes to insignificant terms of this agreement.

In addition, we may make the following specific changes upon the occurrence of the events described:

- We will increase the **ANNUAL PERCENTAGE RATE** ___ % if you leave your position with us.
- We will increase the margin N/A % if you leave your position with us.
- We will increase the **ANNUAL PERCENTAGE RATE** N/A % if you fail to maintain a qualifying minimum balance of $ N/A in a savings or money market account at our institution.
- We will increase the margin N/A % if you fail to maintain a qualifying minimum balance of $ N/A in a savings or money market account at our institution.
- We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

If we change the terms of this agreement, we will mail notice of the change to you. When the change becomes effective, it will apply to all outstanding loan account balances, including amounts arising out of transactions occurring before the change.

If the change has the effect of increasing your interest rate or other charges, we will mail you notice at least 30 days before the effective date of the change. In such a case, the change will take effect only if you make a purchase or obtain a loan after the date specified in the notice. Otherwise, you may pay the outstanding loan account balance according to the terms of the plan without regard to the change.

ADDITIONAL CHARGES: You agree to pay the following additional charges:

- Processing Fee $ 300.00

ATTORNEY'S FEES: You agree to pay all our costs, including reasonable attorney's fees, that we incur in legal proceedings to collect or enforce this debt should you be in default.

NOTICE: See the reverse side for additional terms and for information about your rights in the event of a billing error.

SIGNATURES: By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

Signature Gary D. Neumann

Signature Margaret J. Neumann

By Janice Taylor

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