

WHEN RECORDED MAIL TO
One Market Drive
Lincolnshire, Illinois 60656-3763

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WORKS FOR RECORDER AND PIANO

SUCCESS PLUS

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

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

NOTICE: THIS MORTGAGE WAS MADE AND ACCEPTED IN THE STATE OF CALIFORNIA. IT IS SUBJECT TO A TRUSTEE'S SALE OF THE PROPERTY.
THIS MORTGAGE DATED September 19 1990 TO SECURE A REVOLVING CREDIT LOAN therein ("Mortgage") is made by
and among

SEYMOUR PRITIKIN AND BERNICE PRITIKIN, HIS WIFE

herein ("Borrower"), and First National Bank of Lincolnshire, a national banking association, whose address is One Marion Drive, Lincolnshire, Illinois 60699-3745 herein ("Lender").

Borrower, in consideration of the indebtedness of Lender to Borrower, and in consideration of the title to the property described below, does hereby convey, transfer, sell, assign, lease, let, and give to Lender, and Lender does hereby accept and assign, the following described property located in the **Municipality** of **Arlington Heights**, **County of Cook**, State of Illinois, which has the address of **2146 Lake Arlington Drive, Arlington Heights, IL 60004** (herein "Property Address"), Permanent Index No **03-16-400-005-0000**.

LEGAL DESCRIPTION

03-16-400-005-0000

LEGAL DESCRIPTION

1/17/41 IN LAKE ARIELTON TOWER, UNIT NUMBER 2, BEING A SUBDIVISION IN THE
SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29,
1986 AS DOCUMENT 86322990 IN COOK COUNTY, ILLINOIS

90514349

To Secure the Lender on condition of the repayment of the REVENUE STOCKS due on or before the 1st January 1912 as evidenced by a First National Bank of Lincolnshire.

Success Plus Agreement and Disclosure Statement - Agreement

herewith in the principal sum of U.S. **FIFTEEN THOUSAND AND NO/100** **\$15,000.00**, or so much thereof as may be advanced, and continuing, with interest thereon, providing for monthly installments of interest on 8.9% of outstanding balance which ever is greater, with the principal balance on the indebtedness of not sooner paid or required to be paid, due and payable 45 days from the date hereof, the payment of all other sums, with interest thereon, and including state taxes, if any, payable by the Mortgagor to the Bank, holding over draft under paragraph 6(c) of the Agreement, and the performance of the covenants and agreements of the Mortgagor contained in the Note, the Agreement, the Sole and the Mortgage, are collectively referred to as the "Obligations". The Obligations shall be secured by the Note, the Mortgage, personalty and securities at Monteagle's discretion, including, but not limited to, any and all cash, securities, notes, accounts, receivables, fixtures, equipment, goods, products, materials, supplies, and other personalty, now owned or hereafter acquired by the Mortgagor, and all rights, title and interest in and to the same.

Notwithstanding anything to the contrary contained in the Agreement, the rights, title and interest in and to the real property described above whether such rights, title and interest is acquired before or after execution of this Master Deed, shall remain undivided and undivided as of the date of the Master Deed with respect to a household estate held by Borrower, and Borrower subsequently acquires or acquires an interest in the property, the right of mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower will not, directly or indirectly, sell, assign, transfer, lease, exchange, or otherwise dispose of the Property, or mortgage the Property, and that the Property shall not be subject to any encumbrances, except for the indebtedness created hereby, and that Borrower will not defend generally the title to the Property against any person who may claim such title, subject to酣e imbeciles of record, as well as any other encumbrances which Borrower may neither take nor permit any action to purify or vindicate the Property, or otherwise change the legal description of the Property or any part thereof.

Borrower acknowledges that the Note is subject to the other terms and conditions set forth in the Note, including the prepayment rights of the Lender, the payment of interest at the rate set forth in the Note, and the payment of principal at the end of the term of the Note, and shall not advance thereunder and/or require repayment of the Note prior to the date on which the Note becomes due, unless the Note is otherwise terminated by the Lender in accordance with the terms of the Note or by the Borrower in accordance with the terms of the Note.

The annual interest rate applies to the outstanding principal balance in this note as of the date of issuance, subject to change at any time by 1/4 of one percentage point. The Prime Rate for any given date is the lowest prime rate as then from time to time determined by the Federal Home Loan Bank Board. Margin Rates, defined

Any change in the interest rate on the first six months of the term loan will not be provided with any advance notice of change, and the interest rate will remain constant for the remaining period of the term loan. The interest rate will be calculated by paragraph

Interest charges will be calculated by applying the monthly periodic rate from the effective date balance of the account. I understand that Non-Holder will pay one daily fee based on a month for advances obtained on the same day. Non-Holder will charge and collect up to 1 day in a month not to exceed

my creditline. Interest for any such payments by Sona Holden or my behalf will be charged to me in the U.S. Sona Holden makes the payment on my behalf except that

¹⁰ Robert L. Johnson, "The First Five Years of the National Endowment for the Arts," *Journal of the American Academy of Arts and Sciences*, 1966, p. 10.

6 of the Note, enabled **FREEZING TERMINATING REDUCING THE LATE** period's maturity to follow:

ture accelerated conversion of the polymer to a solid state. The effect of the solvent on the rate of conversion was studied by using different solvents.

See Note 10. Most Note 10 items have been included in Note 9, and therefore are not repeated here. The following information is provided for the benefit of investors who may be interested in the financial performance of the Company's various business units.

At Noe Holder's election, the holder shall have the right to terminate this Agreement by giving notice to Sote Holder specifying that such termination is to take effect at the earliest date specified in this Agreement or at such other time as Sote Holder may specify. In addition, Sote Holder shall have the right to terminate this Agreement by giving notice to Noe Holder specifying that such termination is to take effect at the earliest date specified in this Agreement or at such other time as Noe Holder may specify. In either case, the date specified in this Agreement or in the notice given by the holder or Sote Holder, whichever is later, shall be the date of termination of this Agreement. This Agreement may be terminated earlier than the date specified in this Agreement if either party terminates this Agreement by giving notice to the other party specifying that such termination is to take effect at the earliest date specified in this Agreement or at such other time as the terminating party may specify. The holder and Sote Holder shall remain obligated to pay all amounts due under this Agreement until the date of termination, notwithstanding such termination.

RECORDED, RETURN TO:
Cass & Co., The Gentry Co.
337 E. Jefferson Ave., Suite 100
Seattle 2, Washington 98103

Covenants Borrower and Lender covenant and agree as follows:**UNOFFICIAL COPY**

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

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 26 of this Mortgage, then to interest payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, liens and rents (other than any prior first mortgage or deed of trust on the Property which may attain any priority over this Mortgage), and leasehold payments or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.

4. HAZARD INSURANCE. Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the insurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall contain a blank endorsement clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorney's fees) or held by Lender as a credit against the principal of the Note or as a credit to Lender as Lender may determine or be released to Borrower and the use in respect of the insurance coverage of the Property and Lender's interest in the Property. Such application or release shall not affect or reduce any priority or seniority of debt or claim of deficiency under this Mortgage. Lender's update may act alone pursuant to such notice.

If the Property is abandoned by Borrower or if Borrower fails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, full right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements or fixtures which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly pay all taxes, assessments and other charges if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Credit Documents or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. CONDEMNATION. The proceeds of any award or other compensation for damages to the Property in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby waived and released prior to Lender's interest in the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is forever免予被授权 to apply or release such amounts received or make settlement of such business in the same manner and with the same effect as provided in the Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, or release of payment terms of the sums secured by this Mortgage granted by Lender to any successor or interest of Borrower or the waiver of failure to exercise any right granted herein or under the Credit Documents shall not operate to release Borrower from the liability of the original Borrower or Borrower's successor in interest or any beneficiary or owner thereof. Lender shall not be required to commence proceedings against such successor or reflect the relevant time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower shall remain in interest. Lender shall not be deemed, by any act or omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's rights as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

10. SUCCESSORS AND ASSIGNS REBUND; JOINT AND SEVERAL LIABILITY; SIGNERS; CAPTIONS. The covenants and agreements herein or formed shall bind, and the rights hereunder shall accrue, to the respective heirs, executors, administrators, devisees, legatees, and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower and Borrower's successors, heirs, legatees, devisees and assigns shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, shall be co-signing this Mortgage only to encumber that Borrower's interest in the Property under the law and terms of this Mortgage and to release homestead rights, if any, this is not personally liable on the Note or under this Mortgage, and co-agrees that Lender and any other Borrower hereunder may agree to extend, modify, forgive, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In this Mortgage, whenever the context so requires, the singular number includes the plural.

11. NOTICES. Except for any notices required to be given under the Note or this Mortgage, all notices to Lender or Borrower or Borrower's successors, heirs, legatees, devisees and assigns shall be given in writing and shall be addressed to the address of Lender or Borrower as it appears on the monthly statement to Borrower or to Borrower's successors, heirs, legatees, devisees and assigns which have provided Lender with written notice of their existence and address as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11. Notwithstanding the above, notice of Lender's change of address may be sent by regular mail.

12. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to the Mortgage. If any provision of this Mortgage shall be adjudged invalid or unenforceable by any court, such provision shall be deemed stricken from the Mortgage and the balance of the Mortgage shall be valid and enforceable as if such provision had not been included. As used herein, "costs", "expenses" and "attorneys' fees" include all costs in the course of proceeding by suit or otherwise.

13. BORROWER'S COPY. Borrower shall be furnished an informed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents, of which many be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent and may be pursued singly, successively or together at Lender's sole discretion and may be exercised as often as occasion therefor shall occur.

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15. EVENTS OF DEFAULT.

a. Notice and Grace Period: Lender will give Borrower notice upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation of any of the terms, covenants and conditions of the Credit Documents or Borrower's failure to cure such breach or violation, and to provide Lender, during such grace period, with evidence reasonably satisfactory to Lender. In each case, 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 hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 14 hereto and shall contain the following information: (1) the nature of Borrower's 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 potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to restate his revolving line of credit under this Mortgage after acceleration.

b. Events of default: Set forth below is a list of events which, upon the issue of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods are set forth parenthetically after each event.) The events are: (1) Borrower fails to pay when due any amounts due under the Credit Documents; (2) 60-day grace periods; (3) Borrower fails to keep the credit rating and other promises set forth in paragraphs 2 and 8 of the Agreement (no grace periods); (4) Lender receives actual knowledge that Borrower omitted material information from Borrower's credit application (no grace periods); (5) Borrower committed fraud or material misrepresentation in connection with the lending relationship; (6) Borrower dies, or changes his or her marital status and transfers Borrower's interest in the Property to someone who either (i) is not also a signatory of all the Credit Documents (no grace periods); (ii) is a signatory of all the Credit Documents if such transfer, in Lender's reasonable judgment, materially impairs the security for the line of credit described in the Credit Documents (no grace periods); (iii) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace periods); (6b) Borrower makes an assignment for the benefit of Borrower's creditors, become insolvent, or become unable to meet Borrower's obligations generally as they become due (no grace periods); (7) Borrower further encumbers the Property, or suffers a lien, claim of lien or encumbrance or an increase in the amount of any such lien, claim of lien or encumbrance (30-day grace period in which to remove lien, claim of lien or encumbrance); (8) Borrower defaults on an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Credit Documents or whose lien has or appears to have any priority over the lien hereof (no grace periods); (9) any other creditor of Borrower attempts to or actually does seize or obtain a writ of attachment against the Property (no grace periods); (9b) Borrower fails to keep any other covenant contained in any of the Credit Documents not otherwise specified in this paragraph 15 (ten (10) day grace period unless the failure is by its nature not curable, in which case no grace period); (10) another grace period is specified in the Credit Documents; that grace period shall prevail; or (11) Borrower sells or transfers all or any part of the Property securing the line of credit without Lender's prior written consent or Borrower moves out of the Property and it is no longer Borrower's principal place of residence (no grace periods); (11b) Borrower fails to submit updated financial information to Lender upon its request (30-day grace period beginning on date of Lender's request).

When after expiration of applicable grace periods, Lender may (a) return all unpaid Checks and Cards to Lender and (b) to pay the entire outstanding balance of the Note and all accrued interest, plus all costs of collection, including attorney's fees, and other charges imposed on said Account.

16. TRANSFER OF THE PROPERTY: If Borrower, as beneficiary of the Note, or any other creditor, assigns, transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, any, or amends or terminates any ground leases affecting the Property, or any direct or indirect interest therein, or otherwise sold or transferred, voluntarily or involuntarily, including without limitation ~~sale or transfer of unit preceding for foreclosure of~~ of judicial sale of the Property or beneficial interest in the Trust, at any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable. Any such action by Borrower, as beneficiary of the Note, shall constitute an immediate Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

As an alternative to declaring the sums secured by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to close of the sale or transfer, of the promise to sell or transfer, to the transferee a assumption of the outstanding obligation under the Note, on terms satisfactory to Lender, subject to Lender's right, described in paragraph 6 of the Note, to cancel further advances or accelerate the outstanding balance of the line of credit. Lender's acceptance of the transferee's assumption of the obligation under the Note shall not release Borrower from any of its obligations under the Note and Mortgage, and Borrower shall assume the status of the guarantor of the Note until paid in full. Borrower understands that Lender will not permit the assumption of the outstanding balance under the Note in any event and will declare the entire outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see paragraph 17 hereof), unless (i) Borrower has submitted to Lender a written acknowledgement from the transferee that the transferee has received (a) a copy of each of the Credit Documents and (b) notice of the amount of Borrower's outstanding principal balance on the line of credit, (ii) Borrower has submitted to Lender a written acknowledgement from transferee that transferee has received such material and understands that Lender's security interest reflected by this Mortgage will remain on the Property until the entire outstanding principal balance of Borrower's line of credit as of the date of such sale or transfer or promise, plus any subsequent borrowings made under Borrower's line of credit before Lender has actual knowledge of the sale or transfer, together with accrued interest and other charges, is paid in full, and Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthiness of the transferee as if a new loan were being made to the transferee, and (iii) Lender does not, in its sole opinion, believe that Lender's security will be impaired or (iv) a breach of any promise or agreement in this Mortgage will occur or (v) such ~~holder~~ ~~holder~~ will permit the acceleration of any line which has priority in right of payment over the indebtedness evidenced by the Note. Further advances on the line of credit will cease as of the date of the ~~written assumption~~, a agreement signed by transferee and Lender. The transferee and Borrower shall retain the right to repay the Note before the Due Date, in whole or in part, at any time without premium or penalty.

17. ACCELERATION; REMEDIES (INCLUDING FREEZING THE LINE). 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 17, including, but not limited to, reasonable attorney's fees.

As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, sue in law upon the occurrence of any event enumerated in paragraphs 15 and 16 of this Mortgage, including with or without notice to Lender, except of notice from an attorney, to freeze the line of credit or unbundle, or an increase in the amount of any such lien, claim of lien or encumbrance, or a like or superior right to the line of the Mortgage, or bundle and freeze such line in accordance with the provisions of paragraph 14 of this Mortgage. Freezing the line, or unbundle Lender from subsequently exercising any right or remedy, at Lender's option or in any of the Credit Documents.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents 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, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name, sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, trustee's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents, shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

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 and lien therefrom by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagor for the execution of such release if allowed by law.

20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and set forth 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 this Mortgage.

21. INCORPORATION OF TERMS. All of the terms, conditions, and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full. Any Event of Default under the Note or 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 Note and Agreement.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at First National Bank of Lincolnshire, One Marion Drive, Lincolnshire, IL 60669, unless such other address is 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 "Received" 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 Credit Documents, 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 date stamped on such written notice by Lender or Lender's agent.

24. TAXES. To the extent of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the tax rate of Lender, then and in such event Borrower shall pay the full amount of such taxes.

25. WAIVER OF STATUTORY RIGHTS. It is agreed that Lender will not apply for or avail itself of any homestead, attachment, garnishment, replevin, stay, attachment, or exemption laws, or any other laws, local or general, now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien held by Lender, unless that action has no jurisdiction to foreclose such lien may under the Property sold as an entity. Borrower hereby waives, signs and all rights of Lender prior to or sale under any order or decree of foreclosure, pursuant to rights herein granted on behalf of the Mortgagor, its trust, state, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and shall on all other persons to the extent permitted by Illinois law.

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26. EXPENSE OF LITIGATION: In any suit to foreclose on title to the Mortgaged Property or to collect on the Note or the Note there shall be allowed and recoverable, as a debt due under this instrument, all expenditures and expenses which may be paid of in connection with or on behalf of Borrower for attorney's fees, assessors' fees, outlays for documentary and experte evidence, stenographic charges, publication costs, survey costs, and costs (which may be estimated as to items) to be expended after entry of the decree of foreclosure or abstraction. True title search and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or cause of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the title to the Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property, or in preparation for the commencement of or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower with interest thereon at the default interest rate.

27. CAPTIONS; SUCCESSORS AND ASSIGNS: The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28. TRUSTEE EXCULPATION: If this Mortgage is executed by a Trust N/A

Trustee executes this mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by endorsement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF Borrower has executed this Mortgage.

Seymour Pritkin
Individual Borrower SEYMOUR PRITIKIN

Individual Borrower

STATE OF ILLINOIS }
COUNTY OF LAKE }

IF BORROWER IS AN INDIVIDUAL/S

Bernice Pritkin
Individual Borrower BERNICE PRITIKIN

Individual Borrower

DEPT-01 RECORDING \$15.00
TM2222 TRAN B166 10/22/90 10:42:00
#4827 # 1B *-90-514349
COOK COUNTY RECORDER

1. the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

SEYMOUR PRITIKIN AND BERNICE PRITIKIN, HIS WIFE

personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 5th day of October, 1990

Stephen Neufeldt

Notary Public

Commission Expires:

July 30, 1994

"OFFICIAL SEAL"
Stephen Neufeldt
Notary Public, State of Illinois
My Commission Expires July 30, 1994

IF BORROWER IS A TRUST: N/A

not personally but solely as trustee as aforesaid

By _____
Its _____
(Title)

ATTEST:

Its
(Title)

STATE OF ILLINOIS }
COUNTY }

ss.

3. the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that

President of

, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said _____ did affix the corporate seal of said corporation to said instrument as his own free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth

Given under my hand and official seal, this 24th day of Oct., 1990

Mary Jo Kelly

Notary Public

Commission Expires

THIS INSTRUMENT PREPARED BY

First National Bank of Lincolnshire
One Marion Drive
Lincolnshire, Illinois 60669-3703
(708) 634-4200

"OFFICIAL SEAL"
MARY JO KELLY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN 30, 1992

15.00