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9/11/93 1:49 PM

WHEN RECORDED MAIL TO THE STATE OF ILLINOIS  
One Marquette Drive  
Lisle, Illinois 60532-1300

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUCCESS PLUS**

**MORTGAGE TO SECURE A REVOLVING CREDIT LOAN**

THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY  
THIS MORTGAGE DATED **NOVEMBER 29** 19**90** TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage")

**HARRY J. VOEGELE AND MARYANN VOEGELE, HUSBAND AND WIFE**

of the County of Cook, Illinois, and First National Bank of Lincolnshire, a national banking association, whose address is One Marquette Drive, Lincolnshire, Illinois 60466 (herein "Lender")

By reason of the execution of the instrument herein recited, grants, bargains, sells and conveys, warrants and mortgages, unless Borrower is a Trust or other entity, to Lender, its successors and assigns, the following described property located in the  
**MUNICIPALITY** of **NILES** County of **COOK** State of **ILLINOIS**

which has the address of **9258 COURTLAND, NILES,**  
Illinois **60048** (herein "Property Address")

**LEGAL DESCRIPTION**

**LOT 118 IN PLAN OF RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

*Pin 09-11-209-008*

DEPT-01 RECORDING  
185555 TEAM 0914 12/05/93 1044-10  
#1517 IE \*90-524212  
COOK COUNTY REC'D

Lender, as to the Property Address, is the owner and holder of the fee simple interest in the Property Address and is the holder of the fee simple interest in the improvements now or hereafter erected thereon and is the holder of the fee simple interest in the Property Address and is the holder of the fee simple interest in the improvements now or hereafter erected thereon and is the holder of the fee simple interest in the Property Address and is the holder of the fee simple interest in the improvements now or hereafter erected thereon.

**---NINETY NINE THOUSAND AND NINE HUNDRED AND 10/100---**

**---\$9,900.00---**

Lender agrees to hold the Property Address subject to the Mortgage and to advance to Borrower a revolving credit loan in the amount of \$9,900.00 (herein "Loan") to be used for the purpose of financing the acquisition of the Property Address.

The Loan shall be made available to Borrower in the form of a revolving credit line. Borrower shall be entitled to borrow from the revolving credit line in the amount of \$9,900.00 at any time and from time to time.

The interest rate on the Loan shall be the prime rate plus 0.50% per annum, as determined by the First National Bank of Lincolnshire, Illinois, from time to time.

The Loan shall be secured by the Property Address and the improvements now or hereafter erected thereon. The Mortgage shall be a first mortgage in favor of Lender.

Borrower shall pay to Lender the interest on the Loan on a monthly basis. The first payment shall be due on the first day of the month following the date of the closing.

The Loan shall be non-recourse to Borrower. Lender shall not have any right or claim against Borrower's other assets.

The Mortgage shall be subject to the provisions of the Success Plus Mortgage Act, Illinois Compiled Statutes, Chapter 5, Section 10-100.

The Mortgage shall be a continuing mortgage. It shall not be necessary to re-record the Mortgage whenever the Loan is renewed or extended.

The Mortgage shall be a self-amortizing mortgage. The Loan shall be paid in full within 24 months after the date of the closing.

The Mortgage shall be a non-callable mortgage. Lender shall not have the right to accelerate the Loan for any reason.

The Mortgage shall be a non-assignable mortgage. Lender shall not assign the Mortgage to any third party.

The Mortgage shall be a non-subordinate mortgage. No other mortgage shall be recorded against the Property Address while the Mortgage is in effect.

The Mortgage shall be a non-foreclosure mortgage. Lender shall not have the right to foreclose on the Property Address.

The Mortgage shall be a non-liquidation mortgage. Lender shall not have the right to liquidate the Loan.

The Mortgage shall be a non-termination mortgage. Lender shall not have the right to terminate the Mortgage.

WHEN RECORDED RETURN TO  
COURT CLERK'S OFFICE  
377 E. Superior St., Suite 102  
Lombard, Illinois 60148

RECORDED

1500

COVENANTS, Borrower and Lender covenants and agrees as follows:

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**1. PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly and when due, pay to Lender with and pursuant to the terms of the Note the principal and interest on the indebtedness evidenced by the Note, together with any 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 9 and 10 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, fees and impositions attributable to the Property and all encumbrances, charges, liens and items 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 payments.

**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". 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 prior payment of this Mortgage; but in no event shall such amounts be less than the amount necessary to satisfy the coverage requirement contained in the insuring 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 include a standard mortgage 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 required 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 shall, and Lender shall have the right to apply, be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorney's fees) and shall be paid or accepted by Lender and Borrower in this connection and in such order as Lender may determine. It is agreed that the proceeds of any such insurance shall be applied to the indebtedness secured by this Mortgage and in such order as Lender may determine. Such application of proceeds shall not cure or waive any default or notice of default under this Mortgage or prohibit any action taken pursuant to such notice.

If the Property is damaged 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 as Lender's option either to restoration or repair of the Property or to the sums secured by the Mortgage.

If the Property is acquired by Lender, all 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; LEASEHOLD; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall use, improve and maintain the Property in conformance with applicable laws, statutes, ordinances, orders, requirements, covenants or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property 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 comply with the covenants, conditions and restrictions of this Mortgage as on a leasehold. If this Mortgage is on a condominium unit or a planned unit development, Borrower shall promptly comply with all of Borrower's obligations under the declaration of covenants, conditions and restrictions, the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constitutional documents, all as may be amended from time to time. If a condominium or planned unit development order is executed by Borrower and recorded in either with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof.

**6. PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in the Mortgage or in the Credit Documents, Lender shall have the right to take any action which it deems necessary to protect the Property or the rights of Lender under the Mortgage, even if Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof may, without charging Borrower from any obligation to the Mortgage, make such legal proceedings, defend the action or proceedings, distribute such sums as may be awarded and take such action as Lender may determine 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, it is agreed that the premium 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 of 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 be an additional indebtedness of Borrower secured by this Mortgage. If 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 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 claim for damages, direct or consequential, in connection with any condemnation or other taking of all or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to 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, or cause to be executed, such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or receive, or to accept or receive, any award or claim settlement for such moneys in the best manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of all and insurance for settlement for condemnation damages shall be made without Lender's prior written approval.

**9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Lender's acceptance of any payment or acceptance by Lender of payments under the Note according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage, or any other act by Lender in connection with the Note, shall not constitute a release of any liability of Borrower or any successor or interest of Borrower, or the waiver or failure to exercise any right granted hereon or under the Credit Documents, shall not constitute a release of any liability of the original Borrower. Borrower's successors in interest, or any guarantor or surety thereof, Lender shall not be required to constitute, prosecute, defend or settle, and such successor or surety shall not be required to constitute or defend, any action or proceeding, or any claim or demand made against Lender and Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of 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 use shall not be construed as constituting a waiver as to any other use. The procurement of insurance or the payment of taxes, other fees or charges by Lender shall not be a waiver of Lender's right to 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; JOINT AND SEVERAL LIABILITY; COVENANTS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 11 hereof. All covenants and agreements of Borrower to the Borrower's successors, heirs, legatees, devisees and assigns shall be joint and several. Any Borrower who signs this Mortgage, but does not execute the Note, is not signing this Mortgage only to constitute and Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any, but is not personally liable on the Note or under this Mortgage, and it is agreed that Lender and any other Borrower hereunder may agree to extend, modify, forbear 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 masculine gender includes the feminine and or neuter, and the singular number includes the plural.

**11. NOTICES.** Except for any notice required under applicable law to be given in another manner, all notices to Borrower or Borrower's successors, heirs, legatees, devisees and assigns provided for in this Mortgage shall be given by hand delivery if to, or by mailing such notice by registered or certified mail addressed to, Borrower or Borrower's successors, heirs, legatees, devisees and assigns at the Property Address or at such other address as Borrower or Borrower's successors, heirs, legatees, devisees and assigns may designate by written notice to Lender as provided hereof, and the date notice to Lender shall be given by registered or certified mail to Lender at First National Bank of Los Angeles, One Market Plaza, Los Angeles, California 90059-3703 or to such other address as Lender may designate on the monthly statement of 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 if the date hand delivery is actually made or the date notice is deposited into the U.S. mail system is registered or certified mail addressed as provided in this paragraph 11. How outstanding the date of notice of Lender's change of address may be sent by regular mail.

**12. GOVERNING LAW; SEVERABILITY.** The state and local law 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 this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs," "expenses," and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

**13. BORROWER'S COPY.** Borrower shall be furnished a conforming copy of the Note and of this Mortgage at the time of execution of after recordation hereof.

**14. REMEDIES CUMULATIVE.** Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents, or which may 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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25. EXPENSES OF THE MORTGAGE. The expenses of the Mortgage shall be a first lien on the Property... All expenditures and expenses of the nature of this paragraph shall be a first lien on the Property...

27. CAPTIONS, SUCCESSORS AND ASSIGNS. The captions of the Mortgage are for convenience and reference only. They in no way affect the rights of the parties under the Mortgage...

28. TRUSTEE EXECUTION. If the Mortgage is executed by a Trust N/A

The provisions of the mortgage of Trustee is authorized in the exercise of the power and authority conferred upon and vested in it... and it is expressly understood and agreed by the parties hereto...

29. WITNESS WHEREOF. Borrower has executed the Mortgage

IF BORROWER IS AN INDIVIDUAL

Individual Borrower: HARRY J. VOEGELE

Individual Borrower: MARYANN VOEGELE

Individual Borrower: Individual Borrower

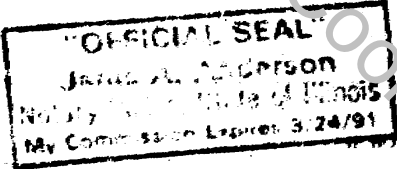
STATE OF ILLINOIS  
COUNTY OF LAKE

I, HARRY J. VOEGELE AND MARYANN VOEGELE, HUSBAND AND WIFE

do hereby certify that we are the same persons whose names are subscribed to the foregoing instrument... and delivered the said instrument as their own free and voluntary acts...

29TH day of NOVEMBER 19 90

Notary Public



Notary Public

N/A

STATE OF ILLINOIS

I, HARRY J. VOEGELE AND MARYANN VOEGELE, HUSBAND AND WIFE

do hereby certify that we are the same persons whose names are subscribed to the foregoing instrument... and delivered the said instrument as their own free and voluntary acts...

day of 19

Notary Public

THIS INSTRUMENT PREPARED BY

CHIEF F. TILLEY  
First National Bank of Chicago  
First National Bank  
First National Bank

15. EVENTS OF DEFAULT.

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a. Notice and Grace Period. Any event of Default will constitute a default upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach. Lender's obligation to give notice is subject to the right of Lender 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. 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 17 hereof 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 reinstate 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 lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods set forth parenthetically after each event.) The events are: (1) Borrower fails to pay when due any accounts due under the Credit Documents (thirty (30) day grace period); (2) Borrower fails to keep the covenants and other promises made in paragraphs 2 and 5 of the Agreement (no grace period); (3) Lender receives actual knowledge that Borrower omitted material information on Borrower's credit application (no grace period) or Borrower committed fraud or material misrepresentation in connection with the lending relationship; (4) Borrower dies or changes his or her marital status and transfers Borrower's interest in the Property to someone who either (a) is not also a signatory of all the Credit Documents (no grace period) or (b) is a signatory of all the Credit Documents at such transfer, in Lender's reasonable judgment, materially impairs the security for the line of credit described in the Credit Documents (no grace period); (5) Borrower files for bankruptcy, or bankruptcy proceedings are initiated 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 period); (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally, as they become due (no grace period); (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 (90 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 period), or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property (no grace period); (9) Borrower fails to keep any other covenant contained in any of the Credit Documents not otherwise specified in this paragraph (5) term; (10) day grace period, unless the failure is by the nature not curable, in which case no grace period or, if 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 period); (12) Borrower fails to submit updated financial information to Lender upon its request (30 days grace period beginning on date of lender's request).

When, after expiration of applicable grace periods, Lender terminates the Account, Borrower must immediately (1) return all unused Checks and Coupons to Lender, and (2) pay the entire outstanding balance of Borrower's Account plus accrued FINANCE CHARGES, late charges and other charges imposed on said Account.

16. TRANSFER OF THE PROPERTY. If Borrower, or beneficiary of the Trust, if any, sells, conveys, assigns or 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, if any, or amends or terminates any ground lease affecting the Property, or any direct or indirect interest therein, or otherwise sells or transfers, voluntarily or involuntarily, including without limitation sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, in 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 or beneficiary of the Trust 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 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 lease affecting the Property, shall constitute a separate Event of Default.

As an alternative to declaring all 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 or the promise to sell or transfer, to the transferee's 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 to 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 if not 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 (a) Borrower has submitted to Lender written acknowledgment 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; (b) Borrower has submitted to Lender a written acknowledgment 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; (c) Borrower causes to be submitted to Lender (i) the transferee's 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 (ii) Lender does not, in its sole opinion, believe that (A) its security will be impaired or (B) a breach of any promise or agreement in this Mortgage will occur or (C) such transfer will permit the acceleration of any loan with a 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 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 penalty or prepayment.

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, freeze the line upon the occurrence of any event enumerated in paragraphs 15 and 16 of this Mortgage, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, (or an increase in the amount of any such lien, claim of lien or encumbrance), either superior or inferior to the lien of this Mortgage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 11 of this Mortgage. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein 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, receiver'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 the 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 hereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee 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 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 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. An 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 Marriott Drive, Lincolnshire, IL 60069-5703 (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 "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 received 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 "Received" date stamped on such written notice by Lender or Lender's agent.

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

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," 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 marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, or (behalf of the Mortgagee, the trust estate, 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 on behalf of all other persons to the extent permitted by Illinois law.

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