

WHEN RECORDED MAIL TO First National Bank of Lincolnshire
 One Marriott Drive
 Lincolnshire, Illinois 60069-3703
 Attn: No _____

UNOFFICIAL COPY

30 26413

SPACE ABOVE THIS LINE FOR RECORDER'S USE

9011383

**SUCCESS PLUS
MORTGAGE TO SECURE A REVOLVING CREDIT LOAN**

NOTICE THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY
 THIS MORTGAGE DATED DECEMBER 22 19 90 TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by
 and among
LAWRENCE B. BERKOWITZ AND CAROL A. BERKOWITZ, HIS WIFE

(herein "Borrower") and First National Bank of Lincolnshire, a national banking association, whose address is One Marriott Drive, Lincolnshire, Illinois 60069-3703 (herein "Lender")
 Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, in which event Borrower conveys, mortgages and quietclaims) unto Lender and Lender's successors and assigns, the following described property located in the
MUNICIPALITY of ARLINGTON HEIGHTS County of COOK State of Illinois
 which has the address of 4035 RIDGE, ARLINGTON HEIGHTS
 Illinois 60004 (herein "Property Address"), Permanent Index No _____

LEGAL DESCRIPTION

LOT 165 IN TOWNMERE OF ARLINGTON HEIGHTS UNIT 1 BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 6 TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAN THEREOF RECORDED ON DECEMBER 15, 1978 AS DOCUMENT NUMBER 24767313 IN COOK COUNTY, ILLINOIS.

COOK COUNTY RECORDS
 15.00
 T: 1111 TRAM 137 12/27/90 15:12:00
 47825 + A * 90-626413
 COOK COUNTY RECORDER

Pin # CB-CC 269-005

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property and rents (except however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the property secured by this Mortgage, and all the foregoing, together with said property (or the leasehold estate in this Mortgage as on a leasehold) are hereinafter referred to as the "Property," as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby intended to be, as well as a security agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as security for such term as is defined in the UCC.

This is to Lender in satisfaction of the payment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a First National Bank of Lincolnshire Success Plus Agreement and Disclosure Statement Agreement of _____ date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") first executed herewith, in the principal sum of U.S. ---NINETY NINE THOUSAND NINE HUNDRED AND NO/100---
---99,900.00---

the amount of the principal sum of U.S. ---99,900.00--- or so much thereof as may be advanced or outstanding with interest thereon, providing for monthly installments of interest of 5.75% of outstanding balances with respect to principal balance of any indebtedness, if not sooner paid or required to be paid, due and payable ten days from the date of the payment of all other sums with interest thereon, in order to provide a margin of protection to the security of this Mortgage (or advances by borrowing overdrafts under paragraph 10 of the Agreement and the performance of the covenants and agreements of Borrower contained herein and in the Agreement and the Note). The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents." The Credit Documents contemplate, and this Mortgage permits and secures, a Mortgagee's discretion to advance a total amount up to 5 times the principal sum of the Note as set forth above.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property, described above whether such interest is a fee simple or a leasehold, at the time of the execution of this Mortgage, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold to be held by Borrower, and Borrower subsequently acquires an interest in the real property, the lien of this Mortgage shall attach to and extend to the fee interest acquired by Borrower.

Borrower covenants that Borrower is the legal owner of the estate in the Property described herein and has the right to grant, convey and mortgage the Property and that the Property is unencumbered except for any burdens of record. Borrower hereby covenants that Borrower will not, and will not permit any third party to, encumber the title to the Property in any way and that the Property is a fee simple interest in land, and that Borrower will not, and will not permit any third party to, partition or subdividing the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the boundary lines of the Property or any part thereof.

Borrower covenants that the Note is a variable interest rate and that the Lender may, upon the expiration of the term of the Note, cause it to be amended to bear a fixed rate of interest, provided that the annual balance under the Note in this regard, the Note provisions set forth herein shall survive such amendment. Lender is not required to prepay the expiration of the term of the Note or to cancel future advances for reasons other than default by the Borrower.

The first four paragraphs of paragraph 10 of the Note, entitled "INTEREST (VARIABLE RATE)", provide as follows:

The annual interest rate applied to the outstanding principal balance on this note is calculated daily and equal to the Prime Rate plus 0.50% percentage point. The Prime Rate for any given date is the lowest "prime rate" as then defined and published in the Wall Street Journal "Money Rates" column for any business day on the first business day of the preceding month. On days on which the Wall Street Journal does not regularly publish the Prime Rate, shall be the "prime rate" as then defined and published in the Wall Street Journal "Money Rates" column for any business day on the most recent date prior to the last business day of the preceding month. The Wall Street Journal currently defines the "Prime Rate" as the base rate of corporate loans at large United States money center commercial banks.

The maximum annual percentage rate that can apply is 18%. Apart from this rate cap there is no limit on the amount to which the rate can change during any one year period.

Any change in the interest rate will be implemented between the 22nd and the 25th day of the month. I understand that I will not be provided with any advance notice of changes in interest rates or the Prime Rate, except for changes in the method of calculating the annual interest rate as provided by paragraph 12 of the First National Bank of Lincolnshire Success Plus Agreement and Disclosure Statement I have signed (the "Agreement").

Interest charges will be calculated by applying the monthly periodic rate to the "average daily balance" of the account. I understand that Note Holder will pay, on a daily basis and on my behalf, for advances obtained by me under this Note as a result of charges and checks on each day in amounts not to exceed my credit line. Interest for any such payments by Note Holder on my behalf will be charged beginning on the date Note Holder makes the payment of, or in the case of checks, on the date they are presented for payment or posting and on the date any cash is advanced, and will continue until such payment has been repaid in full, except that:

- a. the interest will be charged on the amount of new Credit Card purchases posted to my account during a billing cycle if the total amount owed to Note Holder at the beginning of that billing cycle is paid in full within 25 days after that beginning date
- b. interest will not be charged on the outstanding balance of Credit Card purchases at the beginning of the billing cycle if that balance is paid in full within 15 days after that beginning date.

Paragraph 6 of the Note, entitled "DEFAULTING TERMINATING PREPAYING THE LINE", provides in its entirety as follows:

Upon the occurrence of an Event of Default hereunder, Note Holder can either (a) cancel my right to any future advances under my line of credit without requiring acceleration and repayment of my outstanding principal balance (that is, freeze the line), or (b) cause my right to any future advances and also require accelerated repayment of my outstanding principal balance plus accrued interest and other charges imposed on my credit line (that is, terminate the line). Additionally, Note Holder has the right to reduce the maximum amount to be advanced hereunder during any period in which the cause of the principal Event of Default hereunder has not been remedied here, as significantly less than the original approval amount of the line (as determined by me, but not limited to a reinstatement of payment schedules hereunder after the prior termination of the line due to the principal Event of Default) which was then authorized. Note Holder is prohibited by agreement from imposing the annual percentage rate provided for herein if any governmental action is effected which adversely affects the priority of the mortgage given to Note Holder to the extent that the value of Note Holder's interest in the property is less than 10% of the amount of the applicable credit limit hereunder. Note Holder is notified by our regulatory agency that certain advances constitute an unsafe and unsound practice, or that the maximum annual percentage rate is reached. The notice must be sent (regardless of certified mail addressed to me at the real estate for such other address as I have given Note Holder). The notice will be deemed to have been given on the date it is recorded in the deed regardless of when I actually receive it.

If Note Holder elects to freeze the line or reduce the credit limit, the freezing of my right to any future advances or the reduction in the amount of my line of credit will be effective when Note Holder elects, provided that Note Holder shall mail or deliver written notice of that action to me not later than ten days after the date of such election. Note Holder's election shall not constitute the reason for the action. If the notice specifies that Note Holder's termination is an acceleration of the repayment of my outstanding principal balance and all other charges and interest, I shall be required to pay such charges and interest and any other amounts due as provided herein at the time specified herein, provided however that Note Holder will not have the right to accelerate with and at the time specified in this Agreement to the extent that any governmental action is effected which adversely affects the priority of the mortgage given to Note Holder. In addition, Note Holder will still have the right to terminate the line, accelerate the Due Date and institute foreclosure proceedings under the Mortgage in an event of default pertaining to such remedies occurs.

WITH REFERENCE TO THE TITLE TO:
 Community Title Guaranty Co.
 377 E. Butterfield Rd., Suite 100
 Lombard, Illinois 60148

10626413

30 26413

BOX 153 /500

COVENANTS, Borrower and Lender covenants as follows:

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1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay 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 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 6 and 25 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, loans, and liens (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 coinsurance 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 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 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 attorneys' fees necessarily paid or incurred by Lender and Borrower in this connection) and in such order as Lender may determine to be released to borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done 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, 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; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees 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 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, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, by the 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 security in the Property or the rights or powers of Lender, then Lender, without demand upon Borrower and upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearance, defend the action or proceeding, disburse such sums, including reasonable attorneys' 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 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 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 claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, 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 such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received, or make settlement for such moneys in the same manner and with the same effect as provided in this 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, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein or under the Credit Documents shall not operate to release, in any manner, the liability of the original Borrower. Borrower's successors in interest, or any guarantor or surety thereof, Lender shall not be required to commence proceedings against such successor or refuse to extend 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'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 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 right 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 BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; 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 16 hereof. All covenants and agreements of Borrower (or 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, (a) is co-signing this Mortgage only to encumber that Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees 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 of 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, (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it 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 herein, and (b) any notice to Lender shall be given by registered or certified mail to Lender at First National Bank of Lincolnshire, One Marriott Drive, Lincolnshire, Illinois 60069-2703 or to such other address as Lender may designate 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 of 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 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 attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. BORROWER'S COPY. Borrower shall be furnished a conformed 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, 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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15. EVENTS OF DEFAULT

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a. Notice and Grace Period. Lender will give Borrower a grace period of 30 days after the date of any, after Lender gives written notice to Borrower of a breach or violation of its terms of any of the Credit Documents and upon Borrower's failure to cure such breach or violation after the notice period... (1) 30 days after the date of any, after Lender gives written notice to Borrower of a breach or violation of its terms of any of the Credit Documents and upon Borrower's failure to cure such breach or violation after the notice period...

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 an Event of Default... (1) Borrower fails to pay when due any amounts due under the Credit Documents... (2) Borrower commits fraud or falsification or misrepresentation in connection with this mortgage... (3) Borrower is declared bankrupt or insolvent... (4) Borrower is a party to a lawsuit... (5) Borrower is a party to a lawsuit... (6) Borrower is a party to a lawsuit...

When, after expiration of applicable grace periods, Lender terminates the Account, Borrower must immediately (1) return all unused checks and Credits, to Lender and (2) pay to Lender all amounts due to Lender, including but not limited to ACCOUNT CHARGES, late charges and other charges imposed on the Account.

16. TRANSFER OF THE PROPERTY. If Borrower, or beneficiary of the Trust if any, sells, conveys, assigns or transfers in any manner, or otherwise disposes of, all or any part of the beneficial interest in the Property, then the transferee shall be deemed to have assumed the obligations of Borrower under this Mortgage... (1) Borrower shall execute a deed of assignment... (2) Borrower shall execute a deed of assignment... (3) Borrower shall execute a deed of assignment...

As an alternative to the remedies provided by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to loss of the account, to transfer to the transferee its assumption of the outstanding obligation under the Note on terms satisfactory to Lender... (1) Lender may waive its option to accelerate... (2) Lender may waive its option to accelerate... (3) Lender may waive its option to accelerate...

17. ACCELERATION, REMEDIES (INCLUDING FREEZING THE LINE). Upon the existence of an Event of Default, Lender may, at its option, accelerate the maturity of the Note and demand immediately due and payable without further demand, and invoke any remedies provided in this Mortgage... (1) Lender may accelerate the maturity of the Note... (2) Lender may accelerate the maturity of the Note... (3) Lender may accelerate the maturity of the Note...

18. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender all rents and other income payable to or for the benefit of Borrower under this Mortgage... (1) Borrower hereby assigns to Lender all rents... (2) Borrower hereby assigns to Lender all rents... (3) Borrower hereby assigns to Lender all rents...

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 the mortgagor shall be released and discharged of all indebtedness secured hereunder 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. Any Event of Default under the Note of 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 a final receipt of such information at First National Bank of Illinois, One Main Street, Danville, Illinois, 60019-3703 (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the date of receipt of such information by Lender or Lender's agent. With regard to other events of information not provided by Borrower under the Credit Documents, Lender will be deemed to have received knowledge of such event of information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, or from a governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the date of receipt of such information by Lender or Lender's agent.

24. TAXES. In the event of any payment after the date of this Mortgage of any tax, charge or in any way the laws now in force for the taxation of mortgages, interest, or other taxes, the amount of such taxes shall be the amount 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 home-read, appraisal, valuation, redemption, stay, or other statutory rights, or any so-called "homestead" law, or any other law, or any other law, in order to prevent or limit the enforcement or forced sale of this Mortgage, but hereby waives the benefit of such law. Borrower, for itself and all who may claim through a child or grandchild, and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to issue such law under the Property sold as an entirety. Borrower hereby waives any and all right of redemption from sale under any order or force of law issued pursuant to rights being granted, on behalf of the Mortgage, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in 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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26. EXPENSE OF LITIGATION. In any suit or proceeding brought by or on behalf of Lender under this Mortgage, the Agreement, or the Note there shall be allowed and included as additional indebtedness in the judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs which may be estimated as to items to be expended after entry of the decree of procuring all abstracts of title, title searches 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 holders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in the paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this 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 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 enforcement 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

IF BORROWER IS AN INDIVIDUAL(S).

Individual Borrower LAWRENCE B. BERKOWITZ
Individual Borrower

Individual Borrower CAROL A. BERKOWITZ
Individual Borrower

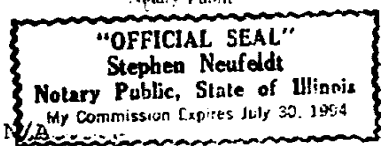
STATE OF ILLINOIS }
COUNTY OF LAKE } SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LAWRENCE B. BERKOWITZ AND CAROL A. BERKOWITZ, 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 22ND day of DECEMBER, 1990

Stephen Neufeldt
Notary Public

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:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ President of _____ a corporation, and _____ 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 _____ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said 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 _____ day of _____, 19____.

Notary Public

Commission expires: _____

THIS INSTRUMENT PREPARED BY:

CLEO K. FILER
First National Bank of Lincolnshire
One Marriott Drive
Lincolnshire, Illinois 60069-3703
(708) 634-4200

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