THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY S MORTGAGE DATED. December 23 19 89 TO SECURE A REVOLVING CREDIT LOAN ( THIS MORTGAGE DATED December 23 19 89 TO SECURE A REVOLVING CREDIT LOAN (herein "Marid among BANK OF RAVENSWOOD, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST DATED FEBRUARY 22, 1979 KNOWN AS TRUST NUMBER 25-3803

(herein "Borrower"), and Eirst National bank of Lincolnshire, a national banking association, whose address is One Marriott Drive, Eincolnshire, fillnois 60069-3703 (herein "Lender").

Municipality

4360 Lindenwood Lane, Northbrook which has the address of \_\_\_\_

Illinois 60062 (berein "Property Address"): Permanent Index No. 04-06-102-019

LEGAL DESCRIPTION:

LOT 18 IN SALCEDA NORTH SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

90031098

For purposes of this document references to Bank of Ravenswood shall be deemed interchangable with First Chicago Bank of Rayenswood

2 10 52 19 PER 1 TO HAVE AND TO HOLD such property unto 1 ender and Lander's successors and assigns, forever, together with all, the improvements now or hereafter erected on the property, and all easements, rights, appartenance enter-acquired life or reversion in and to the beds of ways; wreets, avenues and alleja adjoining the Property, and rents (subject however to the rights and authorities given here), to Londer to collect and apply such rants), royalites, mineral, oil and gas rights and profits, water, water rights, and water stock, instrumed and condemnantum proceeds, and all 'Extures now a 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 —e. d by this Mortgage; and all the furegoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herei-stafter referred to us the "Property" as 'o any property which does not constitute a flature (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agre mean under the UCC for the purpose of creating a security interest in such property, which florrower hereby grants to lender as Secured party (as such term is defined in the UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indefined reviewed by a Pirst National Blink of Lincolnshire Success Plus Agreement and Disclosure Statement ("Agreement") of even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. NINETY NINE THOUSA ID NINE HUNDRED AND NO/100---

Borrower covenants that Borrower is the lawful owner of the estate in land hereby convey and has the right to grant, convey and morning that Property, and that the Property is unecombered except for encumbrances of record. Borrower is "rout) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower cover and that Borrower will neither take his permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note, in this regard, the Note ray stops set forth verbation below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Note or to cancel future do the for reasons other than default by the Borrower.

The first four paragraphs of paragraph 3 of the Note, emitted "INTEREST (VARIABLE RATE)", provide ... 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 Vell Street Journal "Money Rates" column (or any column successive thereto) on the last 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, to rany column successor thereto) on the most recent date prior to the last business day of the preceding month. The Wall Street Journal currently define the "Prime Rate" as the base rate on 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 any any 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 the 1 w ll not be provided with any advance notice of changes in interest rates of the Prime Rate, except for changes in the method of cladebating the annual interest rates of the Prime Rate, except for changes in the method of cladebating the annual interest rate of which by paragraph 12 of the First Sutional Bank of Lincolnshire Success Plus Agreement and Disclosure Statement I have signed (the PAgreement').

interest charges will be calculated by applying the monthly periodic rac to the "average daily balance" of the account I understand that Note Holder will pay, on a daily basts 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 rescreed 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 or, in the case of checks, on the date they are presented for payment or posting and on the date any east is advanced, and will continue until such payment has been repaid in full, except that:

- (a) Interest will not be charged on the amount of new Credit Card purchases posted to my account during a billing cycle if the total amount owed 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 25 days after that beginning date.

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

Open the occurrence of an Event of Default hereander, Note Holder can either (a) cancel my right to any future advances under my line of credit, without requiring accelerated repayment of my outstanding principal balance (that is, "freeze" the line), or (b) cancel my right to any future advances and also require accelerated repayment of my outstanding principal balance (that is, "freeze" the line), or (b) cancel 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, "ferminate" the line). Additionally, Note Holder can (a) freeze the line, and (b) reduce the maximum amount to be advanced hereunder during any period in which (i) the value of my principal dwelling which secures the indebtedness evidenced hereby is significantly less than the original apparised value of the dwelling which was submitted to Note Holder (ii) Note Holder has reason to believe that I will be unable to comply with the repayment requirements hereunder due to a malexial change in my financial circumstances, which may include but is not limited to a reinstatement of payment schedules hereunder after the principal schedules hereunder after the principal percentage, rate provided for herein. (iv) any government action is in effect which adversely affects the prikirity of the mortgage given to Note Holder, to the extent that the value of Note Holder's interest in the property is less than 120% of the amount of the applicable credit limit hereunder, (v) Note Holder, is notified by our regulatory agency that continued advances constitute an unsafe and unsound practices or (vi) the maximum aintual percentage rate is reached. The notice must be sent registered or certified mail, addressed to me at the real estate (or such other address as I have given Note Holder). The notice will be deemed to have been given on the date it is deposited in the mail regardless of when I actually receive it.

If Note Holder elects to freeze

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 the 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 three (3) business days after the action is taken and shall contain the specific reasons for the action. If the notice specifies that Note Holder is terminating my line, rather than merely freezing it. I will be obligated to repay my outstanding principal balance, and all accrued finance charges and other charges imposed upon my credit line, upon receipt of the notice, provided, however, that Note Holder will still have the right, in accordance with and at the times specified in this Agreement to give me a subsequent notice terminating my line entirely, thus accelerating the Due Date and thereby advancing the date full repayment is due. In addition, Note Holder will still have the right to terminate the line, accelerate the Due Date and institute foreclosure proceedings under the Mortgage if an event or breach permitting such remedies occurs.

COMMUNITY TITLE GUARANTY CO. 377 E. Butterfield Rd., Suite 100 Lombard, Illinois 60148

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by lender under the Note and this Mortgage shall be applied by hander the payment of monorise payable to lender by borrower under paragraphs 6 and 26 of this Mortgage, then to increst payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

ACT 37 PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Sproyer shall fully and timely perform all of Borrower's obligations under any mortgage deed of this 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 on cause to be paid; at least ten (10) days before delinquericy; 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 crust) on the Property which may attain any priority over this Mortgage, and leasehold payments or ground reads, 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 instined 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 to an amount equal to the losser of (A) the maximum insurable value of the Property or (B) the amount of the line offeredit 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 linear provided, that amount be less than the amount necessary to sairty the constrained requirement contained in the insurance established insurance contained in the contained

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 and 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 hitterneys) fees heccessarily and or incurred by Lender and Borrower in this connection) and in such order as Lender may deferring or replaced to hortower for use in repairing or reconstructing the Property, and Lender is hereby irrow-subjy authorized to do any of the above. Such application or review statement of the above that the property is at the second of the contract of the above.

If the Property is a indoned 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 he harmonic 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 replic of the Epoperty or to the sums secured by this Morigage.

If the Property is acquired by Lender, all right, title and interest of Borrower is and to any insurance policies and in and to the proceeds thereof resulting from damage to the Erroperty prior to the sums secured by this Morigage immediately prior to such sale or requisition.

sale or acquisition.

boows. PRESERVATION AND MAY TENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property n.c. including the replace with applicable laws, statutes, ordinances; orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the replace of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment for deterioration of the Property; and shall fully and promptly comply with the provisions of any lease if this Morrgage is on a leasehold. If this Morrgage is on a leasthold in the property of a permit impairment on deterioration of the indevelopment; Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condexinium or planned and "ve\_pment, the by-laws and regulations of the condominium or planned unit development, and constituent decuments, 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 this Mortgage as if the rider were a part hereof.

6. PROTECTION OF LENDER'S SECURITY. L. o. wer 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, a) not releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburss such signs, including reasonable attorn 3x's. s. 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 marked 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 is accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 0, with it crest hereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Utiless Borrower and Lende 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 entrice of and inspections of the Property, provided that, except in an emergency, lender shall give Borrower notice prior to any such inspection specifying reasonable cause of ere or related to Lender's interest in the Property.

8. CONDENNATION. The proceeds of any award or claim for duranges, direct c or isequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are betteby assigned and so the paid to Lender, subject to the terms of any mortgage; deed of trust or other security agreement with a tien which has priority over this Mortgage. Borrower-agrees to exact the further documents as may be required by the condemnation authority, to effect use this paragraph. Lender, is hereby irrevocably authorized to apply or release of a no news 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 the ard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval

9. BORROWER NOT RELEASED; FORBITARANCE BY LENDER NOT A WAIVER, Extensio, or do time for payment, acceptance by Lender of payments other than according to the terms of the Note, medification in payment terms of the sams secured by this Mortgage gray edby 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, harmy anner, the liability of the original Borrower, or the waiver of failure to exercise any right granted herein or under the Credit Documents shall not be required to commence proceedings against such successor or refuse to the least of the sams 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 ontission or commission, to have waived any of its rights or remee to be required to the sams secured by the original Borrower's successors in interest, Lender shall not be deemed, by any act of ontission or commission, to have waived any of its rights or remee to be required to construct as configured and signed by Lender, Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one cy of shall not be construct as configured or as a waiver as to one cy of shall not be a waiver of Lender's right of otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's death under this Mortgage of the Credit Documents.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; COSIGNERS; CAPTIONS. The cover are and agreements herein come 10. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL LIABILITY; COSIGNERS; CAPTIONS. The covering s a diagreements herein come aimed shall bind; and the rights increasible interest to the projective successors, heirs, legatees, devisees and assigns of Liender and Borrower of paragraph 16 hereof. All coverants and agreements of Borrower for Borrower's successors, heirs, legatees, devisees and assigns) shall be joint, at a verall, 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 high and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable to the Note or under this Mortgage, and (c) agrees that Lender and any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower had encumber that Borrower had 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 magnifine gender includes the fenithing 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 Morgage shall be given by haid delivering it to, or by mailing such notice by registered or certified mail addressed to. Borrower (successors, heirs, legatees, devisees and assigns) may designate by written notice to Lender as provided berein; 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 60069-3703 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. Airly 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. 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 it 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 provides 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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An interest which is the Arther Date of the Control of the Control of the Control of the Arther Arther Date of the Control of

et the Londer under this Mortgage, the Agree-26. EXPENSE OF LITERATURS, them so it in the manager of emotion in a strong age or emotion may be allowed and help to be a strong or the Note there shall be allowed and help to be a strong or the strong of errors of the strong of the strong

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 imme to the benefit of the heirs, successors and assigns of the Burrower.

28. TRUSTEE EXCULPATION, II this Mortgage is executed by a Trust BANK OF RAVENSWOOD, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 22, 1979 KNOWN AS TRUST NUMBER 25-3803

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 mortgage 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 indebtedoess 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, vo-signer, endorser or guarantor of said. Note 90031.098

IN WITNESS WHEREOF, Borrower has executed this Mortgage

IF BORROWER IS AN INDIVIDUAL(S): Individual Borrower Individual Borrower Individual Borrower Individual Borrower DEFT-01 RECORDING \$14.00 1+3333 TRAN 5807 01/19/90 13:15:00 STATE OF ILLINOIS 227 # 1 x-90-031098 COUNTY OF COOK COUNTY RECORDER I, the undersigned, a Notar, Weblic in and for said County, in the State aforesaid, DO HERBBY CERTIFY that, person ally 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 size a 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 or homestead. Given under my hand and official seal, il is, Notary Public Commission Expires: IF BORROY/ER 13.A TRUST: ATTEST: Land Trust Officer Childen NOW KNOWN AS FIRST CHICAGO BANK OF RAVENSWOOD STATE OF ILLINOIS 58 COUNTY OF COOK MANTIN S. EDWARDS t, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that, VICE President of BANK OF RAVENSWOOD ., a corporation, and Land Trust Officer as Trustee, for the uses and purposes therein set forth. Given under my hand and official seal, this,

Pirst National Bank of Lincolnshire One Marriott Orive Lincolnshire, Illinois 60069-3703 (708) 634-4200

Commission expires

SILVIA MEDINA NOTARY PUBLIC, STATE OF ILLINOIS Commission Expires 5/7/90

THIS INSTRUMENT PREPARED BY. Lucille Blomquist

15. EVENTS OF DEFAULT

a. Notice and Grace Perich. Are went a Defend will occur i crounder to the application of the application of

b. Events of default. Set forth below is a list of events which, upon the lapse of the applicable grace periods, if any, will constitute Events of Default. (Applicable grace periods, if any, will constitute Events of Default. (Applicable grace periods). (2) Borrower fails to keep the constants and other promises made in paragraphs 2 and 5 of the Agreement (no grace period); (3) Londor receives actual knowledge that Borrower antitied infermation on Borrower's credit application (no grace period) or Borrower committed frand or material infermation in connection with this leading relationship; (4) Borrower dies or changes his or her murital status and transfers Borrower's interest in the 'Propeny to someone who either (i) is not also a signatory of all the Credit Decuments (ino grace period) or ii) is a signatory of all the Credit Decuments if 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 for grace period); (6) Borrower insides 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 period); (7) Botrower fulling into the benefit of Borrower's creditors, become insolvent or become unable to meet Borrower's obligations generally as they become due (no grace period); (7) Botrower fulling into the period in vitic then, 'claim of lien or encumbrance or an increase in the amount of any such then,'claim of their or encumbrance (3) day grace period in which to remove then, claim of lien or encumbrance or an increase in the amount of any additional fulling the period in which to remove the line of credit described in the Credit Documents of which has paragraph 15 (ten (10) day grace period); (7) Botrower falls to keep any other credition of Borrower falls of paragraph 15 (ten (10) day grace period subjective falls to keep any other covenant contained in any of the C

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

16. TRANS AR 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 leases affecting the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation as lee or trunsfer in any proceeding, to, foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consentation by Borrower or brack in any or accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be itemediately due and mystale. Any such action by Borrower or brack in any 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 now. 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 lear as a feeting the Property; shall constitute a separate Event of Default.

ment or termination of any ground lears a feeting the Property; shall constitute a separate Event of Default.

As an alternative to declaring the second 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 romise to sell or transfer, to the transferee's assumption of the outstanding obligation under the Note, on terms satisfactory acceptance of the transferee's assumption of the body acceptance of the transferee's assumption of the body acceptance of the transferee's assumption of the body and in full. Borrower understands that Lender will not permit the saturate of the guarantor of the Note in any event and will declare the entire outsit adir the latence 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 has received (a) a copy of each of the Credit Documents and (b) notice of the amount of Borrower's outstanding, other constanding principal balance of Borrower's sustanding, other and the transferee has received such material and, other and the function of Borrower's line of credit (a) a copy of each of the Credit Documents and (b) notice of the amount of Borrower's outstanding principal balance of Borrower's line of credit as of the due 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 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 due of such sale or transfer or promise, plus any subsequent borrowings made under Borrower's line of credit fortor transfer along application as required by Lender et along applicati

17. ACCELERATION; REMEDIES (INCLUDING FREEZING T. IE LIAB). Upon the existence of no Event of Default, lender may, at its sole option, terbinate the line, declare all of the sums secured by this Mortgage to be immediately a sum of payable without further demand, and invoke any remedies permitted by applicable
law. Lender shall be entitled to collect all rousonable costs and expenses incurred in a droing the remedies provided in this paragraph 17, including, but not limited to,
reasonable attorneys! fees.

As additional specific protection, notwithstanding any other term of this Mortgage. It oder, without declaring or asserting an Event of Default or invoking any other term of this mortgage. It oder, without declaring or asserting an Event of Default may, intradantely and without notice, freeze the lite upon the occurrence of any event enumerated in paragraphs 15 and [M6 of this Mortgage, Including without libitation Lender's receipt of notice from any source of a her, claim of lien or encumbrance, (or an increase in the amount of any such lien, claim of lien or encumbrance), either superior aging injerior to this Mortgage. No rec 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 tight or tennedy set fourth bettern or in any of the Credit Documents.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESS! ON. / s 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 abundonment, Lender, at any fifth without notice, in seven, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Morigage, shall be entitled to enter year take possession of, and manage the Property, and in its own name and management 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 the rests of the receiver shall be applied first to payment attenders of the property and the collection of rents, including, but not limited to receiver's secs, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Morigage. Lender and the receiver shall be liable to account only for how rents actually received. The entering upon and taking possession of the Property and the collection and application of the tents shall not cure or wave any Event of Default or notice of default bereamter or invalidation. any act dane purpaient to such notice, o

- 19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage and the charge of all indebte these secured and payment of a reasonable fee to Mortgage 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 70 perty 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 Lyader 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 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 Marriout Drive, Lincolnshire, IL 6009-3703 for such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in passession of Borrower. It such return receipt in passession of Borrower. It such return receipts are address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent and a such extent of the control of the control