

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUCCESS PLUS

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

90109489

NOTICE:	THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY	11	1.1	
	THIS MORTGAGE DATED MATCH 2 19 90 TO SECURE A REVOLVING CREDIT LOAN (NE	rein	Mortgage") is	made i

Jennifer N. Anderson, never married

(herein "Borrower"), and First National bank of Lincolnshire, a national banking association, whose address is One Marriott Drive, Lincolnshire, Utlnow 60069-3703 (herein

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, which event florrower conveys, mortgages and quitclaims) unto Lender and Lender's successors and maigns, the following described property located in the municipality wheeling wheeling county of cook. State **⊘**in municipality of

of Illinois;

which has the address of 158 Mayer, Wheeling

Illinois 60090 (herein "Property Address"); Permanent Index No.

03-02-103-003

LEGAL DESCRIPTION.

LOT 31 IN CANDLEWOOD CREEK SUBDIVISION, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION2, 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MESEPTANI IN COOK COUNTY, \$15,00 ILLINOIS.

145333 TRAN 1025-03/12/90 10:27:00 46792 \$ C #-90-109489

COOK COUNTY RECORDER

TO HAVE AND TO HOLD such property unto Leader and Londor's successors and assigns, forever, together with all the improvements new or hereafter erected on the property, and all casements, rights, appartenances after-sequired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given by on to Londor to collect and apply tuch rents), royallies, maneral, oil and gas rights and profites, water, water rights, and water stock, insurance and condemnation proceed, a d in 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 or ered by this Mortgage; and all the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" "a my property which does not constitute a fixture (as such intm is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Secure y Ag cement under the UCC for the purpose of creating a security interest in such property, which Borrower fereby grants to lender as Secured party tas such term is defined in the UCC.

To Secure to Lender on condition of the repayment of no EVOLVING LINE OF CREDIT indebtedness evidenced by a Plest National Bank of Lincolnshire case 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. EIGHTEEN THOUSEND FIVE HUNDRED AND NO/100----

(\$ 18,500.00), or so much thereof us may be advanced at a outstanding, with interest thereon, providing for morably installments of interest or 83% of outstanding bulance whichever is greater, with the principal balance of the indeby hoss, if not sooner paid or required to be paid, the and payable ten (10) years from the date thereof; the payment of all other sums, with interest thereon, advanced it accordance herewith to protect the security of this Mortgage or advanced by honoring overdrafts under paragraph (6) of the Agreement; and the performance of the co-craims and agreements of burrower contained herein and in the Agreement and the Note. The Agreement, and this Mortgage are collectively referred to as the "C...li" Comments". The Credit Documents contemplate, and this Mortgage perroits and secures, at Mortgage's discretion future advances in a total amount up to 1½ three the rincipal sum of the Note as set forth above.

Not withstanding anything to the contrary herein, the Property shall include all of Bostower's right, title, and interest in and to the real property described above, whether such right, little, and interest is acquired before or miner oxecution of this Mortgage. "For shellip, and without limitation of the foregoing; if this Mortgage is given with respect to a leasehold estate held by Bostower. and Bostower in the real property, the lines of this Mortgage shall attach to and include the fee interest acquired by Bostower.

Borrower covenants that Horrower is the lawful owner of the estate in land hereby concayed and has the right to grant, convey and investigate the Property, and that the Property is uncacumbered except for encumbrances of record. Borrower (index) Borrower is ... frust) covenants that Berrower warrains and will detend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower cover and, that Borrower keep in either take our permit any setting to partition or subdivide the Property or otherwise change the legal description of the Property or any part the eof, c. change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, pror or be 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 in Note in John set forth verbating 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 figure advance. For reasons other than default by the Borrower. COMMUNITY THE CUNRANTY CO. 377 E. Butterfield Rd., Suite 100 Lomberd, Illinois 60148 (708) 512-5444 1-900-222-1365

The first four paragraphs of paragraph 3 of the Note, emitted "INTEREST (VARIABLE RATE)", provide a follows:

The annual interest rate applied to the outstanding principal balance on this note is calculated duity and equal to t'. Prime Rate for any given date is the lowest "prime rate" as then defined and published in the 's has Street Journal "Money Rates" column for 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" as then 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, (or any column successor thereto) on the most recent date prior to the last business day of the preceding month. The Wall Street Journal currently defines the ""rime Rate" as the base rate an 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 ame antity 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 a advance notice of changes in interest rates or the Prime Role, except for changes in the method of calculating the annual interest rate or the Prime Role, except for changes in the method of calculating the annual interest rate or no vided by paragraph of the First National Bank of Lincolnshure Success Plus Agreement and Disclosure Statement i have signed tills "Agreement").

Interest charges will be calculated by applying the monthly periodic rote to the "average duly balance" of the account. I understand that Note Holder will pay, on a duly have an another to an another solution of the account. I understand that Note Holder will pay, on a duly have an a result of charges and chrecks on each day in amounts not to exceed my credit fine. 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 cosh is advanced, and will continue until such payment has been reputed 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 php. total amount owed Note Holder in 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.

 301.03489

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

Of the Note, cambed "FREEZING, TERMINATING, REDICING 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 accelerated repayment of my outstanding principal balance (that is, "freeze" the line), or (h) cancel my right to any future advances and also require accelerated repayment of my outstanding principal balance (that is, "freeze" the line), or (h) 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, "terminate") 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 dwelfing which secures the indebracines evolenced hereby is significantly less than the original appraised value in 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 fue to a material change in my financial circumstances, which may include but is not limited to a reinstalement of payment schedules bereunder fue to a material change rate provided for herein, (iv) any povernment action is in effect which adversely affects the priority of the mortgage given to Note Holder, to the extent that he value of Note Holder, is note property is less than 120% of the amount of the applicable credit limit hereunder, (v) Note Holder, to the extent that he value of Note Holder is reached. The hotice 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 muit regardless of when I accusably receive it.

If Note Holder feets to freeze the line or reduce the credit limit, the freezing of my tigh

If Note Holder efects to freeze the line or reduce the credit limit, the freezing of my zight to any future advances or the reduction in the amount of the line of credit will be effective when Note Holder elects, provided that blote 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. 15.00

COVENANTS. Borrower and Let

32 PRICE MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS, Dorrower shall fully and innelly perform all of Borrower's obligations under any payments when due. Borrower shall pay the cause to be paid, at least ten (10) days before deltinquency, all taxes, assessments and other charges, fines, and inmostitions 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 efected on the Property assured 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 invitable value of the Property or (B) the amount of the line of credit decared by this Mortgage, but in no event shall such amounts be fess 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 nea 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 hen which has or appears to have any pracrity over this Mortgage the amounts collected by Borrower or Lender under und

If the Property is resindenced 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 increase 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 Lend r's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage

If the Property is acquir d 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 the second 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 MAIL TENANCE OF PROPERTY: LEASEHOLDS: CONDOMINIUMS; PLANNED UNTI-DEVELOPMENTS, BOSTONGS 9. PRESERVATION AND MAIL TENANCE OF PROPERTY: LEASEHOLDS; CONDOMINICMS; PLANNED UNIT OFFELOPMENTS, Bostower shall use, improve and maintain the Property is compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the root or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or perton 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 unit in a condominum or a plannet durited velopment. Burrower shall promptly perform all of Borrower's oldigations under the declaration or covenance, carried the condominum or planned unit development, and comment, all as may be amended from time to time. If a condominum or planned unit development tider is executed by Borrower and recorded together with this Mortgage, the covenance and agreements of such rider shall be incorporated into and shy a mit and and supplement the covenants and agreements of this Mortgage as if the ruler were a pan haveor.
- 6. PROTECTION OF LENDER'S SECURITY, It facts as it fails to perform the covenants and geneements contained in this Mortgage in in the Credit Disconnection of if any action of proceeding is commenced which affects lends it into est in the Property of the rights of powers of Lender than Lenders without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, taste such appearance, deto not releasing Borrower from any obligation in this Mortgage, taste such appearance, deto not releasing borrower from any obligation in this Mortgage, taste such some increasing the mortgage and taste such action as Lender deems necessary to protect the security of this Mortgage in the requirements to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Any amounts distursed by Lender pursuant to this paragraph 6, with intrest t errors at the rate from time to effect under the Note, shall be one 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 respecting 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 up a and inspections of the Property, provided that, except in an emergency loader shall give Borrower notice prior to any much impection specifying reasonable cause to effor related to I order's interest in the Property.
- 8. CONDEMNATION. The proceeds of any award or claim for damages, direct or on equential, 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 shift to paid to Lender, subject to the terms of any mortgage, deed of trust of other security agreement with a lieu which has priority over this Mortgage. Borrower agrees to execute much further destinants as may be required by the condemnation authority to effect attempts the briefly irrevocably authorized to apply or release and a more year received or make settlement for such moneys in the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazz of insurance. No settlement for condemnation damages when the particle agrees written agreement. 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 sams secured by the Mortgage gramm, by a code to any successor in interest of Borrower or the waiver or failure to exercise any right granted berein or under the Credit Documents shall not operate to release, in a meaning, the limitality of the original Borrower is successors in interest, or any guarantor or sursey thereof. Lender shall not be required to commence proceedings against such successor or reture to extend the for payment of otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the critical Borrower's successors in interest. Lender shall not be decined, by any act of ornission or commission, to have waived any of its rights of remedies I ereunder unless such waiver in a waiver as to one every such an acceptance of the exent specifically set forth in the writing. A waiver as to one every such not be constituted as completely of as a waiver as to any other event. The procurement of instrume or the payment of trace, other liens or charges by lender shall most e-a waive of 1 and etc. The procurement of mortance or the payment of trace, other liens or charges by lender shall most e-a waive of 1 and etc. The procurement of indebtedness secured by this Mortgage in the event of Borrow etc. It under this Mortgage otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrow etc.
- 10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; COSIGNERS; CAPHONS. The coverage and appearance better required thall bind, and the rights hereunder shall inute to the respective successors, heirs, fegatives, devisees and assigns of Londer and Borrower subject to the provisions of paragraph 16 hereof. All coverages shall not be founded or end. Any Borrower who co-signist this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encumber that Borrower's interest in the Process under the IngiCard terms of this Mortgage and to release homestead rights, if my, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that i ender and anywhing Borrower insteaded in the subject to extend, mortly, fothers, or make any other accomplications with regards to the terms of this Mortgage of the Note, without that Borrower's interest in the Property. The expirations 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 insectione gender includes the feminish 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 address at to, Borrower's successors, heirs, legatees, devisees and assigns in the Property Address or at such other address as Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) in the Property Address or at such other address as Borrower (or Borrower to Borrower to). Borrower is successors, heirs, legatees, devisees and assigns in an address of the Print National Bank of Lancolinhire, One Marriott Drive, Lincolinhire, Illinoits 0009-3703 in to such other address as Lender may designate on the monthly statement to Borrower or to Borrower is successors, heirs, legatees, devisees and assigns which have provided Lander with vitten notice of their existence and address as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11. Notwithstanding the above, notice of Lender's change of address may be tent for receillar 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 nurselection in which the Property is focated. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. It any provision of this Mortgage shall be adjudged invalid. identifying 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. RÉMEDIES 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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a. Notice and Grace Period on lived of Jestinit will occur acrease as a present of the period of the surface of

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 period) are set forth parenthetically after each event.) The events are (1) Borrower fails to pay when due any amounts due under the Credit Documents (thirty CD) are period). (2) Borrower fails to keep the covenants and other promess made in paragraphs 2 and 5 of the Agreement (no grace period), (3) Lender receives actual knowledge that Borrower omitted material information to Borrower's credit application (no grace period) or Borrower omitted material information to Borrower's credit application (no grace period) or Borrower's interest in the Property to sometime who either us in each a signatory of all the Credit Documents if such transfer, in Lender's reasonable judgment, materially impairs the accurity for the line of redit described in the Credit Documents (no grace period), (5) Borrower flus for bankruptey, or bankruptey, proceedings are instituted learnest Borrower and not dismissed within sixty (60) calendar day, under any provision of any state or federal bankruptey have in effect at the line of fluorower's reditors, become insolvent or become unable to meet Borrower's obligations generally as they become due (no grace period). (7) Borrower futher encumbers the Property, of soffers a lieu, claim of lieu or encumbrance of an increase in the amount of any state increase in the continuation of soft in which to remove lieu, claim of lieu or encumbrance of an increase in the credit of the credit Documents or school and a vertain accument of mortgage exidencing of soft in the free of the paragraph 15 (not 10) day grace period in the Credit Documents on school lieu for encumbrance of mortgage exidencing of soft and obtain a wife of arterial described in the Credit Documents, that grace period is appears to have any priority over the line hereof (no grace period), of any other coverinant contained in any of the Credit Documents of obtain a w

When, after expiration of applicable prace periods, lender terminates the Account, Borrower mist munodimaly (f) return all influed Checks and Cards(s) to Lender and (2) pay the entire integranding balance of Borrower's Account plus account FINANCE CHARGES, late charges and other charges imposed on said Account.

16. TRANSP, P. OF THE PROPERTY, it Borrower, or beneficiary of the Trust, if any, sells, conveys, assigns or transfers, or promises or confined to will, convey, assign or transfer, all "can 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 take or transfer in any price end in first local state of the Property or benefit tal interest in the Trust, if any, in each case without Lender's price without Lender's price

As an alternative to declaring all cans secured by this Mortgage to be immediately due and payable. Exister may waive its opilor to discontinuous and the promise to sell or transfer, to the transferee's assumption of the outstanding obligation under the Note, no terms, and acceptance of the internative of the intern

47. ACCELERATION, REMEDIES (INCLUDING FREEZING 'HE FINE). 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 disc, 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 attorneys' fees.

As additional specific protection, notwithstanding any other term of this Mortgo of conder, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freez, 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 Vent claim of lien or encumbrance. (or an increase in the amount of any such lien, claim of the or encumbrance), either superior or interior to the hen of this Mortgage. I only of this Mortgage. Freezing the line will not preclude Lender from subsequently exercise 2 any right or remedy set forth herein or in any of the Credit Documents.

18. ASSIGNMENT OF RENTS: APPOINTMENT OF RECUIVER; LENDER IN POSSES ION. As additional security bereunder, Borrower beceby assigns to lender the rents of the property, provided that prior to acceleration under paramaph 17 hereof or the ecourier te of an Rivent of Default bereunder of abandonment of the Property. Borrower shall have the right to collect and retain such rents as they become due and payable.

I pen a selectation under paragraph 17 hereot, or abandomient, Lender, at any time without regard to the adequacy of any security for the indebtedness secured by this Mortgoge, shall be entitled to enter up a take possession of, and manage the Property, and met own name one for or collect the tents of the Property, including those past due. All rents collected by Lend. — the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of tents, including, but not limited to, receiver's 1 expertments on receiver's bonds had decisionable automost. There and then to the some secured by this Mortgage. Exteler and the receiver shall be liable to account only for these entits actually received. The entering appearant to such mortes and the collection and application of the rents shall not core or waive any Event of Default or notice of default because or invalidations and one pursuant to such notice.

19. RELEASE. Upon payment and discharge of all sums secored by this Mortgage and termination of the Account, this Mortgage shall become not and send and sender shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secures no ear and payment of a reasonable for to Mortgages for the execution of violi 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 Paperty Address. Lender requests that copies of notices of default, sale and forcelosure from the holder of any lien which has priority over this Mortgage be sent to Lond ... 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 None are by this reference incorporated herein as if set both in full. Any Event of Default under the Note or the Agreement shall constitute an Event of Default hereinger, without further notice to Berninger.

22. TIME OF ESSENCE. Time is of the essence in this Mortgage, and the Note and Agreement

23. ACTION. Knowledge of information required to be conveyed to such other additions of the date of more and the company of the procession of Borrower. If such return recept in possession of Borrower. If such return recept in not available, such make including not processes of Borrower. If such return recept in not account in the processes of information not provided in such event or information in of the date. I ender receives a written notice of such event or information in of the date. I ender receives a written notice of such event or information in of the date. I ender receives a written notice of such event or information in of the date. I ender receives a written notice of such event or title company. The action date in the believe to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The action date in received. The action of the beautiful date in received in the presence of the likewish of inortiguless, or debts secured thereby, or the manner of operation of such cases, so as to affect the interest of Lender, then and in such event Sorrower shall distributed of such faces.

25. WALVER OF STATUTORY RIGHTS. Borrower shall not and will not upply for or avail uself of any homestead, appraisement, violation is seen that any so called "inortation laws," now existing or hereafter enacted, in order to prevent or linder the enforcement of forteclostic makes the property of the limit of such laws. Borrower, for uself and all who may claim through or inder it, waves any and all right to have the property described to such laws. Borrower of the limit has a law of the property described to such laws. Borrower of the limit has a law of the property described to the p 23. ACTIAL KNOWLEBGE, 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 I ender in writing by Borrower until the date of settial receipt of such information at First National Bank of Lincolnshire. One Marriott Drive, Lincolnshire, IL 00009-3703 (or such other address specified by I ender to Borrower). Such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lander 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 in or the date I ender receives a written notice of such event or information from a source Lypsler teasonably believe to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

26. EXPENSE OF LITTICATION Is ment, or the Note there shall be allowed at 8 ment by or on behalf of Borrower for attorneys' see. 3	n my sucto in selections de liere u o , as edutions indebe e ne u raisers) fe s, ou fays far loc	with a Mertgare or entry any control is yet the Lender under this Mortgape, the Agree- ss in the judgment or decree, all eye data expenses which may be paid or mearred curve to a nod expert a idequal stering appears' tharges, publication custs, survey costs, and control of procuring all about a solution tile sereb is and examinations, tile insurance policies,
arrans certificates, and similar data and assurant at any sale which may be had pursuant to such de- mentioned, and such axpenses and fees as may be	ree the true condition of the fit of the true condition of the fit encurred in the protection of	der may deem reasonably necessary either to prosecute such sur or to evidence to holders the to or value of the Property. All expenditures and expenses of the nature in this paragraph said Property and the maintenance of the lien of this Morrigage, melasting the tees of any tagge, the Note or the Property or in preparation for the commencement of defense of any able by Borrower, with interest thereon at the default interest rate.
27. CAPTIONS; SUCCESSORS AN the scope or intent of this Morgage. All the term heirs, successors and assigns of the Borrower.	D ASSIGNS. The captions of this Morte	his Mortgage are for convenience and reference only. They in no way define, limit or describe gage and the other Credit Documents shall be binding upon and faure to the benefit of the
28. TRUSTRE EXCULPATION. II	this Mortgage is executed by	a TrustN/A
and agreed by the mortgagee herein and by every by this Mortgage shall be construed as creating any	e person now or hereafter clair y liability on the Trustee person ess or implied herein contained ass and out of the Property her	er and anthoray conterred upon and vested in it as such trustee, and it is expressly understood ming any right or security hereunder that nothing contained herein or in the Note secured nally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing a all such liability, if any, being expressly waived, and that any recovery on this Mortgage reby conveyed by enforcement of the provisions hereof and of said Note, but this waiver or guarantor of said Note.
IN WITNESS WHEREOF. Borrower	/	
Odwinder 16	Wales Su-	IS AN INDIVIDUAL(S):
individua Borrower Jennifer N. A	nderson O	Individual Borrowet
Individual Borrower		Individual Borrower
STATE OF ILLINOIS	SS.:	
COUNTY OF Lake	and for said County, in the \$	State adoresaid, DO HEREBY CERTIFY that
	bod never war	Wi ED
this day in person, and acknowledged that he sign	sealed and delivered the s	me person whose name(s) is subscribed to the foregoing instrument, appeared before me- 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 the		day of March 19 90
		Care Maderson
1 "OFFICE	IAL SEAL"	Rotary Public
Commission Expires:	Anderson	
	State of Illinots	red to a distanced of the challenge of the Property
	n Expires 3/24/91	VER 15 A TRUST: N/A
		n
		now per consily but solely as trustee as aforesaid
		By:
		(Title)
A'TEST:		
lis (Titl	e)	O .
are and the published	•	<i>/</i> E,
STATE OF ILLINOIS COUNTY OF COOK	SS:	1,0
	and for the County and State	aforesaid, DO HEREBY CERTIFY, that
	President of	
foregoing instrument as such		on, personally known so me to be the same persons which in moss are subscribed to the Secretary, respectively, appeared before me this bay
in person and acknowledged that they signed and do	divered 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 for custadian of the corporate seal of said corporation, di as Trustee, for the uses and purposes thereas set so	orth; and the said. Id affix the said corporate seal orth.	Secretary did also then and there—to owledge that he, as of said corporation to said instrument as his own free and voluntar, (a., of said corporation.
Given under my band and official scal,	this di	y of 19
Commission expires:		Notary Public
mans management and an angle		
THIS INSTRUMENT PREPARED BY:		\$ 1.00 miles 1.0
J. Anderson		
litsi National Bank of Lincolnshire Due Marriott Drive Jugolashire, Illimuis 60069-3703 708) 634-4200		·