



EQUITY LINE OF CREDIT MORTGAGE

This Equity Line of Credit Mortgage is made this 22 day of January 1991 between the Mortgagor

ROBERT H. KROLL and PATRICIA KROLL HIS WIFE IN JOINT TENANCY

herein Borrower and the Mortgagee LaSalle National Bank a national banking association whose address is 100 S. Dear Street Chicago Illinois 60604

WHEREAS Borrower and Lender have entered into an Equity Line of Credit Agreement (the Agreement) dated January 22,

1991 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance

exceed \$ 25,000.00 as interest Borrower pays under the Agreement will take the form of revolving credit loans as described in paragraph 16 below

January 25, 1998 together with interests thereon may be declared due and payable on demand In any event all Loans borrowed under the Agreement pay interest thereon must be repaid by January

22 2011 Final Maturity Date

To Secure to Lender the repayment of the Loans made pursuant to the Agreement all extensions renewals and refinancings thereof with interest thereon the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of the Mortgage and the performance of the obligations of Borrower under the Agreement Borrower does hereby mortgage grant and convey to Lender the following described property located in the County of COOK State of Illinois

Lot 1 ( Except the south 5 feet 9 inches thereof) In block 3 in second addition to Frederick H Bartletts 63rd street industrial district of the East half of the southeast quarter of section 18, Township 38 north Range 13, East of the third principal Meridian, In Cook County Illinois,

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which has the address of 6200 S, NEENAH CHICAGO ILLINOIS 60638 (herein Property Address)

Together with all the improvements now or hereafter made on the property and all accessories rights appurtenances rents royalties mineral oil and gas rights and profits water water rights and water power in the States now or hereafter attached to the property all of which including replacements and additions thereto shall be deemed to be and form a part of the property covered by this Mortgage and all of the foregoing together with said property or leasehold estate of this Mortgage is on a leasehold and herein referred to as the Property

Borrower covenants that Borrower lawfully seized of the estate hereby conveyed and has the right to mortgage grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all taxes and demands subject to any mortgages declarations easements or restrictions noted in a schedule of exceptions to coverage of any life insurance policy insuring Lender's interest in the Property

Covenants. Borrower and Lender covenant and agree as follows

1. Payment of Principal and Interest Borrower shall promptly pay when due the principal and interest on the Loans made pursuant to the Agreement together with any fees and charges as provided in the Agreement

2. Application of Payments Unless applicable law provides otherwise all payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage then to interest fees and charges payable pursuant to the Agreement then to the principal of Loans outstanding under the Agreement

3. Charges Liens Borrower shall pay or cause to be paid all taxes assessments and other such fees and impositions attributable to the Property which may attach to property covered by this Mortgage and levied or payable upon and only if such taxes assessments and impositions are not paid promptly by the title insurance policy insuring Lender's interest in the Property or the mortgagee shall promptly furnish to Lender receipts evidencing such payments Borrower shall promptly advise Lender if any such tax has priority over this Mortgage except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien or payment acceptable to Lender or shall in good faith contest such lien by or defend enforcement of such lien or payment which operate to prevent the enforcement of the lien or forfeiture of the property of any part hereof

4. Hazard Insurance Borrower shall keep the improvements now or hereafter made on the Property insured against loss by fire hazards included with the terms under this mortgage and such other hazards as may from time to time be required by Lender and for such periods as Lender may require provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property

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 Any premiums or insurance policy shall be paid by Borrower

All insurance policies and contracts hereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender Upon request of Lender Borrower shall promptly furnish to Lender a true and correct copy of all policies of paid premiums In the event of loss Borrower shall promptly notify the insurance carrier and Lender Lender may make partial Loans not made promptly by Borrower

Unless Lender and Borrower otherwise agree in writing any claim proceeds shall be applied to restoration or repair of Property damaged provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess of any proceeds from the Property is attributed to Borrower If Borrower fails to respond to Lender within 30 days from the date notice is made by Lender to Borrower that the insurance carrier offers to settle a claim for extra contractual benefits Lender is authorized to collect and apply the insurance proceeds at its sole option either to restore or repair the Property or to the sums secured by this Mortgage

Unless Lender and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement or change the amount of such payments If under paragraph 17 hereof the Property is acquired by Lender all right title and interest of Borrower and all other persons and heirs to the proceeds then resulting from damage to the Property prior to the sale or acquisition shall pay to 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 keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or on a leasehold If this Mortgage is on a leasehold or a condominium or a planned unit development Borrower shall perform all of Borrower's obligations under the declaration or covenants or other instruments governing the ownership and operation of the leasehold or the bylaws and regulations of the condominium or planned unit development and all other covenants and agreements If a condominium or planned unit development order is executed by Borrower and recorded together with this Mortgage the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof

6. Protection of Lender's Security If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects Lender's interest in the Property including but not limited to any proceeding brought by or on behalf of a prior mortgagee eminent domain insolvency code enforcement or attachment or proceedings involving a bankruptcy or dividend then Lender at Lender's option upon notice to Borrower may make such attachments disturbance such sums and take action as is necessary to protect Lender's interest including but not limited to its assignment of reasonable attorney's fees and costs to the Property to make repairs

Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional indebtedness of Borrower secured by this Mortgage unless Borrower and Lender agree to the terms of paragraph 6 and amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall be due and payable to the extent of the sums secured by this Mortgage from time to time as the aggregate principal of under the Agreement Nothing contained in this paragraph 6 shall require compliance with any response to take any action hereunder

7. Inspection Lender may make or cause to be made reasonable entries upon and inspections of the Property provided that Lender shall give 30 days notice prior to any such inspection specifying reasonable cause thereof related to Lender's interest in the Property

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8. Condemnation. The proceeds of any taking of all or part of the Property, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for any public use, shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or charge the amount of such payment.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. 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. The term interest as used herein shall mean and include all finance charges under the Agreement.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be void as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 25,000.00 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property to the extent of the maximum amount secured hereby.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement, if it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

COOK COUNTY, ILLINOIS

1991 JAN 24 PH 3 49

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State of Illinois

County of

SS

Robert H. Kroll

ROBERT H. KROLL

Type or Print Name

Borrower

Patricia A. Kroll

PATRICIA A. KROLL

Type or Print Name

Borrower

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that ROBERT H. KROLL and PATRICIA A. KROLL HIS WIFE IN JOINT TENANCY personally known to me

to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal, this 24th day of January, 1991.

(SEAL) My Commission Expires

OFFICIAL SEAL DeLOIS DAVIDSON Notary Public State of Illinois Commission Expires 01/16/91

Notary Public

This Instrument Prepared By:

LaSalle National Bank 135 South LaSalle Street Chicago, Illinois 60603

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