BANK OF LINCOLNWOOD		
RETURN TO	143. W TOU IY AVENUE LENCID NY COOP, II (IND) \$ 600.15	
UN	FEVO VINC CREPT AOR GASE	
	HOME EQUITY LOAN PROGRAM—Individual Form	

91115774

THIS MORTGAGE	is dated as of	February 27.	19 91, and is between	
Dahaut A	Domos E Dobosto E	Domae ble wife		
individually and collective	ly relerred to as "Mortgagor" a	NO BANK OF LINCOLNWOOD, an	d illinois banking association,	4433 W. Touhy Avenue
Lincolnwood, Illinois ("Mor	rtgagee").			

WITNEBBETH:

Mortgager has executed a Revolving Credit Note (the "Note") dated the same date as this Mortgage payable to the order of Mortgagee in the principal amount of \$\frac{30}{2000}\] (the "Line of Credit"). Accrued interest on the Note shall be due and payable monthly beginning the 20th day of the first month after the date hereof, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest (the "Account Balance") shall be due and payable at maturity (defined below). Interest on the Note shall be charged and payable at the rate of one (1%) percent in excess of the Prime Rate (defined below).

Interest after Default (defined below) or Maturity (defined below) on the Account Balance shall be charged at a per annum rate equal to four (4%) percent in excess of the Prime Rate. Mortgagor has the right to prepay all or any part of the Account Balance at any time without penalty.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note. Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagoe, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of COOK..., and State of Illinois legally described as follows:

Lot 2 in Block 2 in Pleasant Tree Garden Estates being a Subdivision of that part of the South 1/2 of the Northeast 1/4 of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian lying West of Milwaukee Avenue (except therefrom the North 120 feet thereof and excepting therefrom the West 360.10 feet of the North 823.60 feet thereof) in Cook County, Illinois.

INIS INSTRUMENT WAS PREPARED BY
MARIE MITCHELL
4433 W TOUNY AVE.

Commonly known as: 3875 Gregory Lane, Northbrook, Illinois

"fax I D #: 04-30-278-002

Lingottiwnon, ill. acets which is referred to herein as his "minimises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in on two or under the Premises, and all typus and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens windows shades, storm doors and vindows, floor coverlings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as Jefined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The flen of this Mortgage secures payment of any existing indebtedness and tuture "avances ("Advances") made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any Advance made at the time this Mortgage is executed and without regard to whether or not there is any Advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, Issues and profits of the Premises, including without limitation, all rents, Issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all pressort and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when duric payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covernant applicable to Mortgagor any, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois

Further, Mortgagor covenants and agrees as follows:

- Further, Mortgagor shall (a) promptly repair, restore or rebuild any buildings or ling evenents now or hereafter on the Premises which may become damaged or be destroyed (b) keep the Premises in good condition and repair without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien, (c) pay then due any indebtedness which may be secured by a mortgage, lien or charge on the Premises including any installment payments due their under, and upon request, exhibit satisfactory evidence of such payment, and perform and comply with all covenants contained in any such mortgage, lien or charge; (d) complete within a reasonable time any buildings now or at any time in process of construction upon the Premises, (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material at erations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by to effect on the Premises.
- 2 Mortgagor shall pluy, when due and bufore any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments are charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To provent Default hereunder Mortgagor shall pay in full under protest. In the manner provided by statute, and tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
- 3. Upon the request of Mortgagere Mortgager shall deliver to Mortgager all original fusions of all or any portion of the Premises, together with assignments of such leases from Mortgager to Mortgager, which assignments shall be in form and substance sat also by to Mortgager. Mortgager, shall not without Mortgager's prior written consent, procure, primit or accept any replayment, dischirge or compromise of any rent or release any tenant from any obligation at any time white the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred assigned and shall be paid to Mortgagee; and such awards or any part thereof may his applied by Mortgagee, after the payment of all the Mortgagee expenses, including costs and attorneys and parallegals less to the reduction of the Indebtedness secure thereby and Mortgagen is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver value a quittances and to appeal from any such award.
- 5. No remody or right of Mortgages herounder shall be exclusive. Each right or remody of Mortgages with respect to the Liabilities, this Mortgages or the Premises shall be in addition to very other remody or right now or hereafter existing at law or in equity. No delay by Mortgages in exercising or omitting to exercise any remody or right accruing on Default shall impair any such remody or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remody or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgages.
- 6 Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by line, lightning, windstorm, vanidatism and malicious damage and such other hazards as may from time to time be designated by Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood of the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the costs of replacing or repairing the buildings and improvements on the Premises and in no event less than the principal amount of the Note.

Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagoe. All policies shall be issued by companies satisfactory to Mortgagoe. Each insurance policy shall be payable, in case of loss or damage, to Mortgagoe. Each insurance policies, including additional and renewal policies, to Mortgagoe in case of insurance about to expire, Mortgagoe shall deliver all Mortgagoe renewal policies not less than less days prior to the tespective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagoe.

2 Epon Default by Mortgagor hereunder, Mortgague may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgague, and Mortgague may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgague may purchase, discharge, compromise or settle any tax is not or other lien or felle or claim or redeem from any tax sale or forbiture affecting the Premises or contest any tax or assessment. All moneys a set for any of the suspenses herein authorized and all expenses paid or incurred in connection therewith, including afformers' and parallelus's fees, and any other lunds advanced by Mortgague to protect the Premises or the lien thereof, plus reasonable compensation to Mortgague for dach matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note inaction of Mortgague shall never be considered as a waiver of any right accruing to Mortgague on account of any between the part of Mortgague shall never be considered as a waiver of any right accruing to Mortgague on account of any between

- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, accurity interests or encumbrances, Mortgagee may do to a xibid by 10 any bill, states and or estimate received from the suproported party claiming such funds without inquiry into the security or valid by 0 funds till, states at the control of the suproported party claiming such funds without into the security or valid by 0 funds till, states at the control of the security interest, tax, assessment, sale, forfeiture, tax lien or title or claim mercor.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note. Default under the Note or any other Loan Documents shall constitute a Default under this Mortgage.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- 11. "Default" or "event of Default" means any one or more of the following events: (i) there is fraud or misrepresentation by the Mortgagor (or any Guarantor) in connection with the Line of Credit; (ii) the Mortgagor (or any Guarantor) falls to meet the repayment terms of the Note or the Liabilities for any outstanding balance; or (ill) any action or inaction by the Mortgagor (or any Guarantor) adversely affects the Mortgagor's security for the Line of Credit or any right of the Mortgagor in such security.
- 12. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker or Guarantor of the Note to Mortgagoe for payment of any and all amounts due under the Note or this Mortgago, whether heretolore, now or hereafter arising or owing, due or payable, however created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, together with attorneys" and paralegals' less relating to protecting and enforcing the Mortgagoe's rights, remedies and security interests enforcing the Mortgagoe's rights, remedies and security interests hereunder or under the Note or under any of the Liabilities, including advising the Mortgagoe or drafting any documents for the Mortgagee at any time.
- 13. "Prime Rate" means the highest rate of interest published in The Wall Street Journal in the "Money Rates" column each business day as the "Prime Rate" for the preceding business day. The Prime Rate may be adjusted without notice by the Bank to the undersigned. Any change in the Prime Rate will be applicable to all the outstanding indebtedness under the Note whether from any past or future Advances. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Prime Rate shall be the interest rate published in the Faderal Poserve Statistical Release H.15 as the "Bank Prime Loan" interest rate for each business day.
- 14, "Maturity" mee ... the earlier of (a) live years from the date of the Note; or (b) the day when the Mortgagee accelerates and declares the balance of the Line of Creak to be due and payable pursuant to a Default. By agreement of the Mortgager and Mortgagee, the Maturity of the Note and this Mortgage may be Fatunded.
- and this Mortgage may be intended.

 15. When the indebted ies i secured hereby shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the iten of this Mortgage. In any suit to foreclose the iten of this Mortgage, there shall be allowed and included as additional indebtedness in the judgement of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' and costs of procuring all abstracts of title, title as Mortgages may deem to be reasonably necessary either to prosecute the foreclosure suit of to evidence to bidders at any foreclosure suit all of the foregoing items, which may be expended after entry of the foreclosure budgement may be estimated by Mortgages. All expenditures a sexual expenditures are expenses mentioned in this paragraph, when incurred or paid by Mortgages shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post-maturity interest rate set forth in the Note. This paragraph shall also ipply to any expenditures or expenses incurred or paid by Mortgages shall be a parity, either as plaintiff, claimant or defendant, by reason of this Mortgage or any Indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after actual of the right to foreclose whether or not actually commenced or preparation for the dere ise of any threatened suit or proceeding which might aftect the Premises or the security hereof, whether or not actually commenced. hereof, whether or not actually commenced.
- 16. The proceeds of any foreclosure sale shall be distribute? And applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all the first terms which under the terms of this Mortgage constitute indeb edness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal it presumitatives, successors or assigns, as their rights may appear.
- principal): rourin, any surplus to Mortgagor or Mortgagor is hells, legal representatives, successors or assigns, as their rights may appeal.

 17. Upon, or at any time after the filling of a complaint to foreclose this "no tgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver appointment may be made either before or a fer sele, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagoe may be appointed as the receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in cate of a sale and a delicency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any future times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall else have all other powers which may be necessary or are the present of the Premise of the Premise in which the freedomer of the Premise in which the freedomer and remembers. receiver, would be entitled to collect the rents, issues and profits. Such receiver shall each receiver all other powers which may be received usual for the protection, possession, control, management and operation of the Premiss. The court in which the foreclosure sulf is fled may from time to time authorize the receiver to apply the net income in the receiver's hands in payriem, in whole or in part of the indebtadness secured hereby, or secured by any judgement foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guaranter of the Note in case of a foreclosure sale and deliciency
- 18. No action for the enforcement of the lien or of any provision of this Mortgage shall as subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.
 - 19 Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 20. Upon payment and discharge of all amounts secured by this Mortgage and termination of the Ling of Credit, Mortgages sitall release the lien of this Mortgage, and shall pay all expenses, including recording fees and otherwise, to release this Mortgage of record.
- 21. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persors or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the perment of the indebtedness secured hereby or any part thirted, whether or not such persons or parties have executed the Note or this Mortgagor. The Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and dry une of any gender shall be applicable to all genders. The word "Mortgagoe" includes the successors and assigns of Mortgagoe.
- 22. This Mortgage has been made, executed and delivered to Mortgages in Lincolnwood, illinois, and shall be concluded in accordance with

under applicable law. If any provisions of this Mongage are prohibited by conefficient to the extent of such prohibitions or invalidity, without invalidated Mongage.	or determined to be invalid under applicable law, such provisions shall be
WITNESS the hand-find soal of Mongagor the day and year settonth abov	ru.
Signature(ti) prompagoi(s)	Address(es) of Mongagor(s)
· Street A Domos	3875 Gregory Drive
Robert A. Domis	Northbrook, Illinois 60067
Aberta F. Domas	_3875_Gregory_Drive
dioboeta "Rus Doma s	Northbrook, Illinois 60067
COUNTY OF COOK / " 91115774	Domas, his wife
I, the undersigned, a Notary Public in and for the County and State at	foresaid, do hereby certify that Robert A. Domas & Roberts F.
personally known to me to be the same person(s) whose name(s)	po subscribed to the foregoing instrument, appeared bulote me this
day in person and acknowledged to me that they subscribed th	ne foregoing instrument as <u>their</u> own free and voluntary
act, for the uses and purposes herein set forth.	
Given under my hand and Notatial Seal this 27th day of	February 19 91
with the second of the control of th	DEPT-01 RECORDING \$13.00
"OFFIGANL SEAL"	7MBBBB TRUN 1601 03/14/91 14 31 00

COUNTY RECORDER

CHRISTOPHER W. MARKGRAF

Notary Public, State of Illinois My Commission Expires 5/8/93