

S. 8929843

Carl Gladstein
Judy Gladstein
1404 Bladon Road
Schaumburg, IL 60195
MORTGAGOR
"I" includes each mortgagor above.

This instrument was prepared by
(Name) Valerie A. Knezevich
(Address) 2021 Spring Rd., Oak Brook, IL 60521
OAK BROOK BANK
OAK BROOK, ILLINOIS 60522
MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Carl Gladstein and Judy Gladstein, his wife mortgage and warrant to you to secure the payment of the secured debt described below, on June 01, 1991, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1404 Bladon Road (Street) Schaumburg (City) Illinois 60195 (Zip Code)

LEGAL DESCRIPTION LOT 18, IN BLOCK 5, IN CHURCH HILL, UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, MAY 24, 1968, AS DOCUMENT NUMBER 2050049, IN THE OFFICE OF THE RECORDER OF DEEDS, IN COOK COUNTY, ILLINOIS. \$ 17.00

P.L.N. 07-09-306-018-000

SPRM

AFTER RECORDING RETURN TO:
OAK BROOK BANK
2021 SPRING ROAD
OAK BROOK, ILL. 60522
ATTN: LOAN OPERATIONS

1991 JUN 07 PM 2:20 91273666

located in Cook County, Illinois.
TITLE: Covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and First mortgage to Sears B & T Co. in the amount of \$36,000.00 dated 05/13/79 and recorded 07/25/79 as document number 25067593.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof).

17

Future Advances. All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

X Revolving credit loan agreement dated June 01, 1991 with initial annual interest rate of 9.00%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on June 01, 1996 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Seventy-Five Thousand and No/100 ***** Dollars (\$ 75,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

X Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. X A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
 Commercial Construction

SIGNATURES

Carl Gladstein
Judy Gladstein

ACKNOWLEDGMENT: STATE OF ILLINOIS, DuPage County ss: The foregoing instrument was acknowledged before me this 1st day of June 1991 by Carl Gladstein and Judy Gladstein, his wife

Corporate or Partnership Acknowledgment

My commission expires (Date) on behalf of the corporation or partnership.

OFFICIAL SEAL
JOSEPH A. MAUGER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/19/94

Joseph A. Mauger
ILLINOIS

BOX 333-

91273666

8 17.00

Property of [Name]

1. **Payments** I agree to make all payments on the second debt when due. Unless we agree otherwise, any payments you receive from me or my estate shall be applied first to any amounts I owe you on the second debt (exclusive of interest or principal), second to interest and then to principal. If partial prepayment of the second debt occurs for any reason, it will not reduce or excuse any subsequently generated payment until the second debt is paid in full.
2. **Claims against Title** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee in the insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the second debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require it.
4. **Property** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses** I agree to pay all your expenses, including reasonable attorneys' fees if a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the second debt as provided in Covenant 1.
6. **Default and Acceleration** If I fail to make any payment when due or break any covenant under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the second debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the second debt as provided in Covenant 1.
8. **Waiver of Homestead** I hereby waive all right of homestead exemption in the property.
9. **Landsholds; Condominiums; Planned Unit Developments** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a leasehold, a condominium or a planned unit development, I will perform all of my duties under the covenant, by laws or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed by a person of your choice in a reasonable manner. You may sign my name or any other name on the property or cause them to be performed by a person of your choice in a reasonable manner. You may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
11. **Inspection** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver** By exercising any remedy available to you, you do not give up your right to later assert a default if it happens again. By not exercising any remedy, I do not waive your right to later assert a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns** Second All duties under this mortgage are joint and several. If I co-sign this mortgage, you may extend, modify, or make any other changes in the terms of this mortgage. If I co-sign this mortgage, you may extend, modify, or make any other changes in the terms of this mortgage. Such a change will not release me from the terms of this mortgage.
15. **Notice** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage or to any other address which you have designated.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the second debt. You may also demand immediate payment of the second debt if the property is sold or transferred in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release** When I have paid the second debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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Borrower's Name and Address
"We" or "us" means each borrower above, jointly and severally

Lender's Name and Address
"We" or "us" means the lender named above

No. _____	Initial Advance \$ _____	Maturity Date <u>June 01, 1996</u>
Date <u>June 01, 1991</u>	Minimum Advance \$ <u>500.00</u>	Billing Cycle Ends <u>25th</u>
Trans Acct # <u>333-101-917-8</u>	Minimum Balance \$ _____	of every <u>Month</u>
Line of Credit \$ <u>75,000.00</u>	Draw Period _____	Payment Date <u>15th</u>
Triggering Balance \$ _____	Repayment Period _____	of every <u>Month</u>

HOME EQUITY LINE OF CREDIT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Triggering Balance" means an amount you carry with us. The number of the account is listed at the top of the form on the line labeled "Trans. Acct #". "Line of Credit" means the maximum amount of principal we will advance to you under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan. In addition, we will set the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

HOW THE LOAN IS ADVANCED: When you request a loan, we will adjust to any limitations contained in this agreement, advance exactly the amount you request so long as it is requested amount equals or exceeds the minimum advance listed above. You obtain the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a third-party debt on your behalf. We will not be required to make the advance if we will not set the following terms for this home equity plan. If you request us to lock down the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for more than the minimum advance in the future. We always have the option to deny any such request.

However, we will not voluntarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed above. We may, at our option, grant such a request without obligating ourselves to do so in the future.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge, we will apply a periodic rate of finance charge each billing cycle to the "average daily balance" of your loan account for the billing cycle. The "average daily balance" is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that do not apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then, we add any new loans made that day. This gives us the daily balance. If we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle, this gives us the "average daily balance."

The periodic rate of FINANCE CHARGE is 0246525%, which is equal to an ANNUAL PERCENTAGE RATE of 9.00%. The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change and will be 1/2 Percentage Point Above the following "base rate": "Base rate" as quoted in the Wall Street Journal on the last day of each month. The annual percentage rate may increase if this "base rate" increases. An increase will also affect the next cycle date. An increase will result in an increase in the finance charge and it may have the effect of decreasing your periodic minimum payment. The annual percentage rate will not increase more often than once a month. A decrease will have the opposite effect of an increase described above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In any case, we will always set changes in the base rate that occur between annual percentage rate adjustments.

The annual percentage rate is subject to the cap provision in the annual rate which corresponds to the periodic rate quoted in the table above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 19.9% and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

HOW YOU REPAY YOUR LOANS: On or before each payment date you agree to make a minimum payment. The minimum payment is the accrued finance charges and credit insurance premiums (if any) on the last day of the billing cycle. If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or any part of what you owe at any time. However, as long as you owe any amount you must continue to make the minimum payment. The amounts you pay will first reduce the amount owed for any credit insurance. Then will reduce the finance charges.

FINAL PAYMENT: On the maturity date listed above, you must pay any remaining loan account balance outstanding. The minimum payment will not reduce the principal that is outstanding on your loan. You will then be required to pay the entire balance at a single lump-sum payment.

We are not obligated to refinance your loan account balance at that time, but we will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan, even if you refinance through us.

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the minimum amount due.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan. If you pay off all or any part of what you owe at any time, however, as long as you owe any amount, you must continue to make your periodic minimum payment.

The amounts you pay will first reduce the amount owed for credit insurance. Then will reduce the finance charges, and finally will reduce the amount of principal.

AUTOMATIC WITHDRAWAL: If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money at that time to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

SECURITY: To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you (such as money in your savings or checking account). However, we cannot use in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off. However, we will have no right of set-off if you can obtain credit under this plan by using a debit or a credit card.

We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated June 01, 1991) in the following property, described by item or type:

Junior mortgage on property commonly known as 1404 Bladon Road, Schaumburg, IL 60195 and held in the names of Carl Gladstein and Judy Gladstein, his wife.

If checked, collateral securing other loans you have with us may also secure loans under this agreement. Filing fees \$ _____

If the agreement is secured by real property, we agree to pay any expenses involved in releasing the security interest. You may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be 0/0.

CHANGING THE TERMS OF THIS AGREEMENT: (Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances.)

- If this is a variable rate plan, we may change the index and margin if the original index described above becomes unavailable. Any new index will have a historical movement similar to the original and together with a new margin, will produce a similar interest rate.
 - We may make changes that you have agreed to in writing.
 - We may make changes that unequivocally benefit you.
 - We may make changes to insignificant terms of this agreement.
- In addition, we may make the following specific changes, upon the occurrence of the events described:
- We will increase the ANNUAL PERCENTAGE RATE 0/0 % if you leave your position with us.
 - We will increase the margin 0/0 % if you leave your position with us.
 - We will increase the ANNUAL PERCENTAGE RATE 0/0 % if you fail to maintain a qualifying minimum balance of \$ 0/0 in a savings or money market account at our institution.
 - We will increase the margin 0/0 % if you fail to maintain a qualifying minimum balance of \$ 0/0 in a savings or money market account at our institution.

We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached. We may change the terms of this agreement, we will mail notice of the change to you. When the change becomes effective, it will apply to all outstanding loan account balances, including amounts arising out of transactions occurring before the change. If the change has the effect of increasing your interest rate on other charges, we will mail you notice at least 30 days before the effective date of the change. In such a case, the change will take effect only if you make a purchase or obtain a loan after the date specified in the notice. Otherwise, you may pay the outstanding loan account balance according to the terms of the plan without regard to the change.

- ADDITIONAL CHARGES:** You agree to pay the following additional charges:
- A late charge on any payment received within 10 days of the payment date of 5% of the payment or \$5.00, whichever is less.
 - A charge of \$10.00 for any advance made in an amount less than the minimum advance.
 - A fee of \$ 50.00 per year in order to participate in the plan. We will add this amount to your loan account balance on an annual basis.
 - Stop payment charge: A \$12.50 charge will be made if stop payment orders.
 - Over the limit charge: A \$15.00 charge for any check which is returned because it was in excess of the line.
 - Application Fee \$ _____ Points \$ _____
 - Appraisal \$ _____ Official Fees \$ _____
 - Property Survey \$ _____ Title Search \$ _____
 - Credit Report Fees \$ _____ Title Insurance \$ _____
 - Documentation Fees \$ _____ Taxes \$ _____
 - Termination Fee \$ 30.00
 - (Other) \$ _____

ATTORNEY'S FEES: You agree to pay all our costs, including reasonable attorney's fees, that we incur in legal proceedings to collect or enforce this debt should you be in default.

NOTICE: See the reverse side for additional terms and for information about your rights in the event of a billing error.

SIGNATURES: By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement at the time of signing.

Signature Carl Gladstein
Signature Judy Gladstein
By Oak Brook Bank Shelley J. Berger, V.P.

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