Box 15

Mortgage
Home Equity Line of Credit

92914096

RETURN TO:

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126
credit services

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagee. **Additional terms of the Mortgage appear on the other side.**

The Mortgagor mortgages and warrants to the Mortgagee land located in the village of Arlington Hts., County of Cook State of Illinois, described as follows:

THE NORTH 1/2 OF LOT 157 IN R. A. CEPEK'S ARLINGTON HIGHLANDS, A SUBDIVISION OF PARTS OF SECTIONS 4 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PARTS OF SECTIONS 31 AND 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 08-09-206-017 COMMON ADDRESS: 1021 SOUTH DUNTON
ARLINGTON HEIGHTS IL 60005

Together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY").

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain Home Equity Revolving line of Credit Disclosure and Agreement dated November 27, 19 92 including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of $ 27,000.00 unless the limit is increased and a Notice of Increase is filed in the Office of the Register of Deeds where this Mortgage has been recorded. Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Register of Deeds where this Mortgage has been recorded, a Notice of Termination of Obligation which shall recite the then outstanding indebtedness under the Agreement.

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 Mortgagee, or otherwise, as are made within twenty (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 advances made at the time of the 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 valid 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 in 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 Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereto, at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect hereto, including but not limited to payment for taxes, special assessments or insurance on the real estate and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the extent of the maximum amount secured hereby.

Additional Provisions
Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

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Additional Provisions.

Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the other side.

The Mortgagor has executed this Mortgage as of November 27, 19 92

Witnesses:
Signature: X Mary A. Sucherman
Name: Mary A. Sucherman
Signature: X [signature]
Name: Antonio Ordorlain Jr.

Mortgagors:
Signature: X [signature]
Name: Thomas A. Kuta
Address: 1021 South Dunton
Arlington Heights IL 60005
Marital Status: married to Katherine Wiesolek Kuta.

Signature: X Katherine Wiesolek Kuta
Name: Katherine Wiesolek Kuta, formerly known as Katherine M. Wiesolek
Address: 1021 South Dunton
Arlington Heights IL 60005

92914096

STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

I, the undersigned, certify that Thomas A. Kuta and Katherine Wiesolek Kuta, formerly known as Katherine M. Wiesolek personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
SANTA WEINER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-5-93

Santa Weiner

Dated November 27, 19 92.

This instrument prepared by
Cliff Scott Rudnick
105 South York Street
Elmhurst IL 60126

Subsequent tax bills are to be sent to the following:

Box 15

MORTGAGE AGREEMENT [illegible]

[illegible] this Mortgage [illegible]

Promise to Pay [illegible] to pay [illegible] DEBT [illegible] Mortgage [illegible]

[illegible] the DEBT [illegible] complete [illegible]

[illegible] any interest or penalty [illegible] proof of payment [illegible]

Insurance [illegible] PROPERTY [illegible] must provide [illegible]

[illegible] notify us of any loss or damage to the [illegible] insurance [illegible] payable under any insurance [illegible] to the DEBT [illegible] PROPERTY [illegible] as your agent, any claim [illegible]

Maintenance and Repairs [illegible] the PROPERTY [illegible] PROPERTY [illegible] the PROPERTY [illegible]

Our Right to Perform [illegible] to perform any of your obligations for you [illegible] the PROPERTY [illegible] to inspect the PROPERTY [illegible]

Condemnation [illegible] PROPERTY [illegible] or part of the PROPERTY damaged or destroyed as a result of [illegible]

Default [illegible] under the Mortgage [illegible] default under the AGREEMENT [illegible]

- [illegible] the AGREEMENT [illegible]
- [illegible] have cured the default [illegible] for any [illegible] the default
- Any [illegible] you made in this Mortgage [illegible] with the DEBT is false [illegible]
- [illegible] deed [illegible]
- A [illegible] foreclosure [illegible] is begun [illegible] PROPERTY [illegible] any contract by which you are [illegible] the PROPERTY
- [illegible] any interest in the PROPERTY [illegible]
- [illegible] interest in the PROPERTY [illegible] existing first mortgage lien [illegible] legal [illegible] the PROPERTY is transferred by operation of law
- Any [illegible] part of the PROPERTY is damaged [illegible] condemnation [illegible] domain
- If [illegible] mortgage [illegible] whether by action or by advertisement

Remedies [illegible] default

- We [illegible] the DEBT to be immediately due and payable [illegible]
- We may foreclose this Mortgage [illegible]
- We [illegible] PROPERTY [illegible] and sufficient [illegible]
- We may [illegible] the DEBT [illegible] any lease [illegible]
- We may [illegible] the DEBT [illegible] at the same rate as the DEBT bears [illegible]

[illegible] the PROPERTY [illegible] PROPERTY [illegible]

Notices [illegible]

First Mortgage [illegible]

[illegible] consent

Assignment of Leases and Land Contracts [illegible] PROPERTY [illegible]

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