

EQUITY LINE OF CREDIT MORTGAGE

92150681

This Equity Line of Credit Mortgage is made this 6 day of March 1992

between the Mortgagor,

THOMAS C. JUDGE AND KATHY JUDGE HIS WIFE IN JOINT TENANCY

herein, "Borrower", and the Mortgagee, Lasalle National Bank, a national banking association whose address is 120 South LaSalle Street, Chicago, Illinois 60603 (herein, "Lender").

WHEREAS, Borrower and Lender have entered into an Equity Line of Credit Agreement as amended or modified (the "Agreement"), dated

MARCH 6, 19 92, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the

aggregate outstanding principal balance exceed \$50,000.00, plus interest. Borrowings under the Agreement will take the form of revolving credit loans as

described in paragraph 1B below (herein, "Loans"), interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times

provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after

March 6, 19 99, together with interest thereon, may be declared due and payable on

on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by March

5 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement, Borrower and Lender hereby grant, with interest thereon, the

payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the

covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following

described property located in the County of Cook State of Illinois:

SEE ATTACHED PIN # 04-04-302-005 0000

Lot 5 in Oliver Salinger and Company's Dundee Road Acres

Being a Subdivision of the East 35 rods of the West 74 rods of

the South 120 rods of the Southwest 1/4 of Section 4, Township

42 North, Range 12, East of the Third Principal Meridian,

In Cook County, Illinois.

556 GREENWOOD DR NORTHBROOK ILLINOIS 60062

(herein, "Property Address");

together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and

gas rights and poll taxes, water rights, and water stock, and all 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 covered by this Mortgage; and all of the foregoing, together with said property

(or leasehold estate if the Mortgage is on a leasehold) and certain interest therein retained to as the "Property".

Borrower covenants that Borrower is 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 claims and demands, subject to any mortgages, declarations, easements

or restrictions listed in a schedule of exceptions to coverage in any, the 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 of 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 charges, fees and impositions attributable to the Property which

may attach a priority over this Mortgage, and leasehold payments or ground rents, if any, and all other obligations which are payable by the

title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such

payments. Borrower shall promptly discharge any lien which 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 give

in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall give good faith contest such lien by or defend enforcement

of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the lien or property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included

with the term "extended coverage", and such other hazards as Lender may require and in such amounts and in 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. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and amounts insured 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 all renewal notices and all receipts of paid premiums, in the event

of loss. Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; provided

such restoration or repair is economically feasible and the security of the Mortgage is not thereby impaired. If such restoration or repair is not economically

feasible or if the security of the Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by the Mortgage, with the excess,

if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed

by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance 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 extend or postpone the due date of any

payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired 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 the sale or

acquisition shall pass 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 if this Mortgage

is on a leasehold. If the Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under

the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned

unit development, and consistent documents, if a condominium or planned unit development, the bylaws and regulations of the condominium or planned

Mortgage, the covenants and agreements of such unit shall be incorporated into and shall amend and supplement the covenants and agreements of this

Mortgage as if the rider 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,

insolvency, reorganization, liquidation, or assignment for the benefit of creditors, or arrangements involving a bankruptcy or decedent, then Lender at Lender's option, upon

notice to Borrower, may make such assignments, take such actions as are necessary to protect Lender's interest, including, but not limited

to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by

this Mortgage, and Lender agrees to other terms of payment; such amounts shall be payable upon notice from Lender to Borrower requesting

payment hereof; and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement.

Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made such inspections of the Property, including, but not limited to, the Property, at any time and from time to time

notice prior to any such inspection and shall be deemed to be in compliance with the provisions of this Mortgage.

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This instrument Prepared By
Lesa National Bank
135 South LaSalle Street
Chicago, Illinois 60603

Given under my hand and Notarial Seal this _____ day of _____ 19____
My Commission Expires: _____
Notary Public, State of Illinois
My Commission Expires June 15, 1995
Notary Public

I, THOMAS C. JUDGE AND KATHY JUDGE, a Notary Public in and for said county and state, do hereby certify that

State of Illinois }
County }
SS

Type or Print Name
Borrower
THOMAS C. JUDGE
Type or Print Name
Borrower
KATHY JUDGE

IN WITNESS WHEREOF, Borrower has executed this Mortgage

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

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 and in accordance with 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, 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, including, but not limited to receiver's fees, premiums on receiver's funds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only to those rents actually received.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower under the Agreement and secured by this Mortgage 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, or 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.

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 obligated 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 existing at the time of its recording in the public records 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 shall not exceed a maximum principal amount of \$50,000.00 plus this Agreement shall be valid and have priority over all subsequent interests thereon and any disbursements made or payments 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, except for so-called taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

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 without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
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 to have been given to Borrower or Lender when given in the manner designated herein.

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 deemed to have been given to Borrower or Lender when given in the manner designated herein. Any notice provided for in this Mortgage shall be deemed to have been given 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 at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein. The term interest as used herein shall mean and include all finance charges under the Agreement.
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 this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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.
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.
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 proceed 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.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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 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 condemnation 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.
7. Payment. 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 payment due under the Agreement or change the amount of such payment.

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5. 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.
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