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Handwritten notes in the left margin.

This Document was prepared by and after recording should be returned to **E. Stephens**, Firststar Naper Bank, N.A., 136 s. washington St Naperville, IL 60566

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2008 MAR 11 10:00

92213708

Handwritten initials or signature.

Above Space for Recorder's Use Only

FIRSTSTAR NAPER BANK N.A. HOME EQUITY LINE OF CREDIT MORTGAGE

THIS MORTGAGE (the "Mortgage") made this 11th day of March, 2008, by the Mortgagor, **Robert F. Sylvestre and Renee Mullen Sylvestre, his wife** (herein "Borrower") in favor of the Mortgagee, **FIRSTSTAR NAPER BANK N.A.**, a National Banking Association with its main banking office at 136 South Washington Street, Naperville, Illinois 60566, therein referred to as "Lender".

WHEREAS Borrower has executed by this Mortgage the Agreement (the Agreement) in and to the date herewith pursuant to which Borrower may borrow from time to time up to the lesser amount not to exceed the aggregate outstanding principal balance of \$ 15,000.00 (the "Maximum Credit"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable five years after the date of this Mortgage.

NOW, THEREFORE to secure to Lender the repayment of the Maximum Credit, with interest thereon, pursuant to the Agreement and all renewals, extensions, and modifications thereof, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of the Mortgage, and the performance of the covenants and agreements of Borrower contained in the Agreement and in the Mortgage, Borrower does hereby mortgage, grant, and convey to Lender the property located in the County of Cook, State of Illinois, which has the street address of 2006 W. Raleigh Place, Hoffman Estates, IL 60195, legally described as

Parcel 1: Unit 3 Area 91 Lot 1, in Barrington Square Unit 3-A, being a re-subdivision of Areas 87, 85, 86, and part of the outlot 3 in Barrington Square Unit 3, a subdivision of parts of the Southeast Quarter of Section 7 and the West Half of the Northwest Quarter of Section 8, Township 31 North Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded in the office of the Recorder of Deeds on November 6, 1973, as Document 2250255 in Cook County, Illinois.

Parcel 2: Easements appurtenant to the above described real estate as defined in the declaration recorded June 8, 1970 as Document 53, 21178177 and in Permanent Real Estate Index Number 07-08-107-013

Declaration of Inclusion recorded May 7, 1979 as Document No. 234750.

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Given under my hand and official seal, this 15th day of March, 1978.
NOTARY PUBLIC
My Commission Expires 12/31/2013

the uses and purposes therein set forth
signed and delivered the said instrument, and acknowledged that
subjected to the foregoing instrument, agreed before me, this day in person, and acknowledged that
personally known to me, to be the same person(s) whose name(s) is are
and for said county and state, do hereby certify that

STATE OF ILLINOIS
COUNTY OF []
SS

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 15th day of March, 1978.
Robert E. Nykiza
Notary Public
Borrower: Robert E. Nykiza
Borrower: Renee Mellen Nykiza

90211005

- 19. Waiver of Homestead: Borrower hereby waives all right of homestead exemption in the Property.
- 18. Release Upon Payment: Full of all amounts secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower.
- 17. 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 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
- 16. Acceleration; Remedies: Upon the occurrence of an event of Default under the Agreement, which Events of Default are incorporated herein by their reference as though set forth in full hereon, Lender at Lender's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loan under the Agreement, and may 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 collection of such proceeds. 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 collection of such proceeds. 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 collection of such proceeds. 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 collection of such proceeds.

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TOGETHER WITH all the rights, interests, now or hereafter, in and to the Property, and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water, water rights, and water stock, and all fixtures, now or hereafter attached to the Property, covered by this Mortgage, and all of the foregoing, together with said property, for the benefit and estate of the Mortgagee as a leasehold, are herein referred to as the "Property."

BORROWER COVENANTS the Borrower is lawfully seized of the estate hereinafter conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Property, against all claims and demands, subject to any encumbrances of record.

COVENANTS Borrower covenants and agrees as follows:

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

2. Application of Payments Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied by Lender to the payment of the principal of and interest on the debt covered by this Mortgage, then to interest, fees, charges, and principal pursuant to the terms of the Agreement.

3. Charges; Liens Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain priority over this Mortgage, leasehold payments, or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring the Lender's interest in the Property, the "First Mortgage," if any. Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall, in a manner acceptable to Lender, agree in writing to the payment of the obligation secured by such lien or to defend or defend enforcement of such lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance Borrower shall keep the improvement(s) now existing or hereafter erected on the Property insured against loss by fire, hazard, and theft within the terms of a standard coverage, and such other hazards as Lender may require and in such amount and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and encumbrances into account.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be sent to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts for paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. 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 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 amount secured by this 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 the 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 amount secured by the 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 the payment due under the Note and Agreement or change the amount of such payments. If under paragraph 4G 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 acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments Borrower shall keep the Property in good repair and shall not consent, allow or permit impairment or deterioration of the Property, and shall comply with provisions of any lease of the Mortgagee as a leasehold. If this 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 constituent documents. If a condominium or planned unit development declaration created by Borrower and recorded together with this Mortgage, the covenants and agreements of such declaration shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the declaration 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 that materially affects Lender's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements, or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums, and take such action as may be necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and costs upon the Property to make repairs.

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Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower incurred by this Mortgage. Unless Borrower and Lender agree to other terms of payment, the amounts shall be paid upon Lender's demand and shall bear interest from the date of disbursement at the highest rate of interest provided in the Agreement. Nothing contained in this paragraph shall require Lender to incur any expense or take any action in order to:

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

8. **Condemnation** The proceeds of any award or other benefit, damages, direct or consequential, in connection with any condemnation or other taking of the Property, or that the award or benefit comprises an amount of condemnation, shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the Mortgage immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor has offered to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such award is made, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or preclude the availability of the amount due under the Agreement or change the amount of such payments.

9. **Borrower Not Released** No release of the time for payment or modification of any other term of the Agreement or this Mortgage shall be made by Lender to any successor in interest of the Borrower, shall 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 a successor in interest of the Borrower, or to release the original Borrower or Borrower's successor in interest.

10. **Forbearance by Lender Not a Waiver** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **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 shall be deemed conclusively, and are not to be used to interpret or define the provisions hereof.

12. **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 and a 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 prescribed herein.

13. **Governing Law; Severability** This Mortgage shall be governed by the laws 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 the other provisions hereof which can be given effect without the conflicting provisions. To this end the provisions of the Agreement and this Mortgage are declared to be severable.

14. **Transfer of the Property** To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any beneficial interest, is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

15. **Revolving Credit Loan** This Mortgage is given to secure a revolving credit loan as authorized by Section 5-1 of the Illinois Banking Act (Ill. Rev. Stat., Ch. 127, par. 5-1.2 (3)) 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 5 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, and although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advances made. The term of this Mortgage shall be said as to all indebtedness secured hereby, including future advances, from the time of recording 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 debt does not exceed the Maximum Credit, plus any other amounts, or insurance on the Property and interest on such indebtedness. This Mortgage shall be valid and have priority over all subsequent loans and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

COOK COUNTY CLERK