

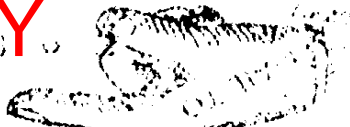
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BANK OF LINCOLNWOOD

4433 W. TOLUHY AVENUE, LINCOLNWOOD, ILLINOIS 60460
REVOLVING CREDIT MORTGAGE
HOME EQUITY LOAN PROGRAM - Individual Form

92343852



THIS MORTGAGE is dated as of April 18, 1992, and is between Henry A. Akhteebo & Laura V. Akhteebo, his wife (hereinafter individually and collectively referred to as "Mortgagor" and BANK OF LINCOLNWOOD, and Illinois banking association, 4433 W. Touhy Avenue, Lincolnwood, Illinois ("Mortgagee")

WITNESSETH:

Mortgagor 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 \$ 40,000.00 (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 thereon. All such balances shall be due and payable at maturity (defined below). Interest on the Note shall be charged and payable at the rate of one and one-half 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 and one-half 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 amendments of the Note, Mortgagor does by these presents CONVEY WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated (and being) in the County of Cook, State of Illinois legally described as follows:

Lot 13 (except the East 6 Inches thereof) and the East 0.50 feet of Lot 14 in Block 1 in Anterry Subdivision of the South 1/2 of the North West 1/4 of the South West 1/4 (except part taken for street) of Section 26, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT WAS PREPARED BY
MAIDE M. ...
4433 W. TOLUHY AVENUE
LINCOLNWOOD, ILL. 60460

Commonly known as: 3906 W. Fargo, Skokie, IL.
Tax I.D.#: 14-26-319-026

which is referred to hereinafter as the Premises, together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, steam, sewer, water, or other utility under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing and all other fixtures, heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all fixtures, window shades, floor doors, windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter attached thereto or placed thereon in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the real estate and are subject to the liabilities of this Mortgage.

The title here described is held and conveyed to Mortgagee pursuant to the Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of the principal and interest, and future Advances, made pursuant to the Note, to the same extent as if such future advances were made at the time of the execution of this Mortgage. No right shall be deemed to exist in any Advance made at the time this Mortgage is made until and unless the principal and interest thereon is completely paid.

Mortgagee shall have the right to assign to Mortgagee all leases, written or verbal, rents, issues and profits of the Premises, together with all other rights and benefits due, payable or accruing and all deposits of money or other valuable property, and all other rights and benefits due, payable or accruing of the Premises, together with the right, but not the obligation, to assign to Mortgagee any and all other rights and benefits due, payable or accruing of the Premises, together with the right, but not the obligation, to assign to Mortgagee any and all other rights and benefits due, payable or accruing of the Premises, together with the right, but not the obligation, to assign to Mortgagee any and all other rights and benefits due, payable or accruing of the Premises. Mortgagee may exercise the right to foreclose this Mortgage. Mortgagor may not exercise the right to foreclose this Mortgage.

Mortgagee shall have the right to exercise the right to foreclose this Mortgage under the terms of the Illinois Foreclosure Laws of the State of Illinois.

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8. If Mortgagee makes any payment or advances by this Mortgagee relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to a bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagee 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 Mortgagee 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 Mortgagee (or any Guarantor) in connection with the Line of Credit; (ii) the Mortgagee (or any Guarantor) fails to meet the repayment terms of the Note or the Liabilities for any outstanding balance; or (iii) any action or inaction by the Mortgagee (or any Guarantor) adversely affects the Mortgagee's security for the Line of Credit or any right of the Mortgagee in such security.

12. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagee or any other maker or Guarantor of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, 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' fees relating to protecting and enforcing the Mortgagee's rights, remedies and security interests enforcing the Mortgagee's rights, remedies and security interests hereunder or under the Note or under any of the Liabilities, including advising the Mortgagee 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 Federal Reserve Statistical Release H-15 as the "Bank Prime Loan" interest rate for each business day.

14. Maturity means the earlier of (a) five years from the date of the Note; or (b) the day when the Mortgagee accelerates and declares the balance of the Line of Credit to be due and payable pursuant to a Default. By agreement of the Mortgagee and Mortgagee, the Maturity of the Note and this Mortgage may be extended.

15. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien 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 Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary evidence, stenographers' charges, special process server fees, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgement may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee 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 apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, 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 accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

16. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness 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 Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

17. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee 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. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness 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 Mortgagee or any guarantor of the Note in case of a foreclosure sale and deficiency.

18. No action for the enforcement of the lien or of any provision of this Mortgage shall be 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. Mortgagee 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 Line of Credit, Mortgagee shall 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 Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties have executed the Note or this Mortgage. Each Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

22. This Mortgage has been made, executed and delivered to Mortgagee in Lincolnwood, Illinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand and seal of Mortgagee the day and year set forth above
Signature(s) of Mortgagee(s)

Address(es) of Mortgagee(s)
3906 W. Fargo Avenue
Skokie, Illinois 60076

x Henry A. Akhteebo
Henry A. Akhteebo

3906 W. Fargo Avenue
Skokie, Illinois 60076

x Laura V. Akhteebo
Laura V. Akhteebo
STATE OF ILLINOIS
COUNTY OF COOK

Henry A. Akhteebo & Laura V. Akhteebo, his wife

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Laura V. Akhteebo, his wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they subscribed the foregoing instrument as their own free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 18th day of April, 1992

"OFFICIAL SEAL"
CHRISTOPHER W. MARKGRAF
Notary Public, State of Illinois
My Commission Expires 5/8/93

DEPT-OF RECORDING 423.00
T-1010 TRAK 2664 05/17/92 10:23:00
48265/ 10 * 92-343862
COOK COUNTY RECORDER

[Signature]
Notary Public