Property Tax ID No.: 33-06-200-025

Thornton Township High Schools Credit Union

P.O. Box 495

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property. An an extended a second of the Property.

2. DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Borrower. The word "Borrower" means each and every person who signs the LOANLINER® Home Equity Plan Credit Agreement secured by this Mortgage.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated 1/7/93, between Lender and Grantor with a credit limit of the amount shown on the first page of this Security fristrument, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage, which is the date by which all Indebtedness under the Credit Agreement and this Mortgage is due is 1/7/03. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.0 % per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.0 percentage points above the index., subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 8.000% per arinum or more than the lesser of 18,000% per annum or the maximum rate allowed by applicable law. ...

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Granter is the medicagor under this Mortgage. Any Granter who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or

world taken to a cold

improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without fimitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the Credit Agreement. Such advances may be made, repeld, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Granior. Therefore, the ilen of this Mortgage will remain in full force and effect notwithstanding any zero balance.

Lease. The word "lease" means any lease between Grantor and the Lessor of the Property.

Lender. The word Lender means Thornton Township High Schools Credit Union, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage, The word Moltrage" means this Mortgage between Grantor and Lander,

Personal Property. The visits "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafte: attached or attixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such properly; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other dispusition of the Property.

Property. The word "Property" means collocityely line Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, murtgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebt idnuss to Lander.

Rents. The word "Rents" means all rents, revenues, income, fruies, royalties, and profits from the Property.

THIS MORTGAGE, AND, IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS (IF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TEPMS: 12 1811.

- PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Granton's obligations under the LOANLINER® Home Equity Plan Credit Agreement and under this Mortgage.
- 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Granlor agrees that Grandon's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until In default, Grantor may remain in possession and control of any operate and manage the Property and collect the Rents from the Property.

Duty to Maintein. Grantor shall maintain the Property in tenentable condition and promptly pentorn all repairs and maintenance necessary to preserve its value.

Thezardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a Then on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatener is base of any hazardous waste or Substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Jabilly Act of 1980, as amended, 42 J.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the myrtgage. Grantor hereby in releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes the for cleanup or other leases and the cases to indemnity and independent and indemnity and independent and indepen sts under any such laws, and (b) agrees to indomnify and hold harmless Lender against any and all claims and losses resulting from a breadof this paragraph of the Mortgage. This obligation to indemnity shall survive the payment of the Indebtedness and the satisfaction of this

Mulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Granfor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lander's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surely bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do eli other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

5. COMPLIANCE WITH LEASE. If there is a Lease on the Property, Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor further agrees (a) not to surrender, terminate, or cancel the Lease, and (b) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or

UNOFFICIAL COPY

(Continued)

subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

- 6. REHABILITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Grantor may enter into with Lender. Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 7. DUE ON SALE CONSENT BY LENDER. Lender may, at its option, have the right to accelerate, that is, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. It Grantor sells or transfers the Real Property without the written consent of Lender, then, prior to acceleration Lender shall give notice to Grantor. The notice shall provide a period of not less than ten (10) days from the date of the notice within which Grantor may pay the sums declared due. If Grantor falls to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Grantor, invoke any remedies permitted in this Mortgage. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding little to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by Illinois law.
- 5. TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage:

Notice of Transfer. Srentor shall give notice to Lender, as provided in this Mortgage, prior to any sale or transfer of all or part of the Property or any rights in the Real Property. Any person to whom all or part of the Real Property is sold or transferred also shall be obligated to give notice to be Lender, as provided in this recognise, promotly after such transfer.

Advances After Trensfer. All amounts advanced under the LOANLINER® Home Equity Plan Credit Agreement, up to the Credit Limit, are secured by this Mortgage, whether arroanced before or after sale or transfer of the Real Property, except any amounts which may be advanced by Lender more than five (5) days after notices to Lender, as provided in this Mortgage, that such transfer or sale has occurred. Even if Grantor transfers the Real Property, Grantor will currique to be obligated under the Credit Agreement and this Mortgage unless Lender releases Grantor in writing. As a condition to Lender's conscience any proposed transfer or as a condition to the release of Grantor, Lender may require that the person to whom the Real Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement with not entitle the person digning it to receive advances under the Credit Agreement.

9. TAXES AND LIENS. The following provisions relating to the laxes and liens on the Property are a part of this Morigage.

Payment. Grantor shall pay when due (and in all even's plior to delinquency) all taxes, payroll laxes, special taxes, assessments, water charges and sewer service charges levied against or on account r, this Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and as less lients not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien prises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is tiled, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely hand or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that control accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgmant before enforcement against the Property. Grantor shall name Lender as an additional obliges under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written state nont of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's filen, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

10. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Morrigings.

Maintenance of Insurance. Grantor shall produre and maintain policies of fire insurance with standard extended (overage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to oid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. If the Real Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain Federal Flood Insurance to the extent such insurance is required and is available for the term of the loan and for the full unpaid principal balance of the loan. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. If, in Lender's judgment, the restoration or repair is economically feasible and Lender's security is not lessened, insurance proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due.

Unexpired Insurance at Sets. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the Insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

UNOFFICATION COPY

11. EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially effect Lender's interests in the Property, Lender on Grantor's behalf may, upon notice to Grantor, but shall not be required to, take any action that Lender deams appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit line. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lander shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

12. WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property (including a leasehold interest, if any), free and clear of all liens and encumbrances except those of record, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will lorever defend the title to the Property against the tawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to participation.

Compliance With Large. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, and regulations of governmental authorities.

13. EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Morigane securing the Indebtedness may be secondary and inferior to an existing lien, if there is such a lien. Grantor expressly covenants and an eas to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the insuraments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into eny agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future, dvarices under any such security agreement without the prior written consent of Lender.

14. CONDEMNATION. The following provisions relating to concernation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property Condemned, Lender may at its election require that all or any partion of the net proceeds of the award be applied to the indebtedness under the LOANLINER® Home Equity Plan, subject to the terms of any mortgage or deed of trust with a lien which has priority over this Mortgage. The net process of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' tees necessarily paid or incurred by Grantic or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such reads as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding to counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES: The following provisions relating to governmental laxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such cocuments in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's tien on the Recording of Charles shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, tees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or excluded to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lander or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and investigated by Grantor.

16. FURTHER ASSURANCES. The following provisions relating to further assurances are a part of this Mortgage.

Further Assurances. Upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case mry b), at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and ciner documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve. (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimbursa Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

- 17. FLEL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage. Grantor will pay, if permitted by applicable taw, any reasonable termination lee as determined by Lender from time to time.
- 18. DEFALET. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Morigage: (a) Grantor commits traud or makes a material misrepresentation at any time in connection with the credit tine account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another tien, or the use of funds or the dwelling for prohibited purposes.
- 19. GRANTOR'S RIGHT TO CURE. Upon the occurrence of any Event of Default (other than fraud or material misrepresentation) and prior to a exercising any of the rights and remedies provided in this Mortgage or by law, Lender shall give notice as provided in the Mortgage and as required by applicable law. The notice may be combined or sent with any notice required by applicable law and shall specify: (a) the Event of Default; (b) the action required to cure the default; (c) a date not less than thirty (30) days (or any longer period as required by applicable law or elsewhere in this Mortgage) from the date the notice is given to Grantor by which the default must be cured and (d) that failure to cure the default on or before the date.