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150708-97071

DANIEL W. MCCRATH	This instrument was prepared by AND MAIL TO: (Name) J. SWENSON 1701 SHERIDAN RD. (Address) WILMETTE IL 60091
PATRICIA A. MCCRATH	
2317 N. WAYNE AVE.	
CHICAGO, IL 60614	
MORTGAGOR *Include each mortgagor above.	
HARRIS BANK, WILMETTE, N.A. 1701 SHERIDAN ROAD WILMETTE, IL 60091	
MORTGAGEE *You means the mortgagor, its successors and assigns.	

CONSTRUCTION
REAL ESTATE MORTGAGE: For value received, I, DANIEL W. MCCRATH AND PATRICIA A. MCCRATH, HUSBAND AND WIFE mortgage and warrant to you to secure the payment of the secured debt described below, on JANUARY 15, 1993 the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property")
PROPERTY ADDRESS: 501 RIO VISTA LANE GLENVIEW Illinois 60025
 (Street) (City) (Zip Code)
LEGAL DESCRIPTION: SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.
 P. I. N. 10-07-261-020-0000

CLERK OF COOK COUNTY
 PUBLIC RECORDS
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located in COOK County, Illinois
TITLE: I covenant and warrant title to the property, except to the encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (list all instruments and agreements secured by this mortgage and the dates thereof):
 NOTE AND SECURITY AGREEMENT DATED 1/15/93

Future Advances: All amounts owed under the above agreement are secured, even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated _____ with initial annual interest rate of _____ All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on OCTOBER 12, 1993 if not paid earlier.
 The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100***** Dollars (\$ 225,000.00) plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
 Commercial Construction

SIGNATURES:
 DANIEL W. MCCRATH
 PATRICIA A. MCCRATH

ACKNOWLEDGMENT: STATE OF ILLINOIS: _____ County, Illinois
 The foregoing instrument was acknowledged before me this 15th day of JANUARY, 1993
 by DANIEL W. MCCRATH AND PATRICIA A. MCCRATH

Corporate or Partnership Acknowledgment of _____ (Name of Corporation or Partnership)
 My commission expires _____ on behalf of the corporation or partnership.



Francene Gray
 (Notary Public)

ILLINOIS (Page 1 of 2)

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333

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Property of [Redacted]

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or my agent will be applied first to any interest I owe you on the secured debt (exclusive of interest or principal), second to interest and then to principal. If part of my payment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay those amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rights and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and claim the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, and then to the secured debt. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leasehold, Condominium, Planned Unit Developments.** I agree to comply with the provisions of any lease if the mortgage is on a leasehold. If the mortgage is on a leasehold, condominium or planned unit development, I will perform all of my duties under the covenant, by law, or regulation of the jurisdiction or plan of development.
10. **Authority of Mortgagee to Perform for Mortgagee.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may do so in my name or by any agent or assignee of mine. If my condition on the property is discontinued or not deemed to be a reasonable mortgage, you may do whatever is necessary to protect your security interest in the property. This may include completing the disposition.
- Your failure to perform will not prejudice you from exercising any of your other rights under the law or this mortgage.
- Any amounts due by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full. The interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect it if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By executing any security available to you, you do not give up your rights to later sue me, a surety or any other remedy. If I fail to pay, you do not waive your right to later conduct the event, a default, or it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assignees.** All duties under this mortgage are joint and several. I also agree that a co-signer, assignee, successor, or assignee of my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such changes will not release me from the terms of this mortgage.
- The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail to the address designated in the mortgage. Any other address that I tell you I will give you notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given in the manner stated above.
15. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is sold or transferred by legal law as of the date of this mortgage. However, you may not demand payment in the above case if the mortgage is sold or transferred by legal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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EXHIBIT "A"

PARCEL 1:

THAT PART OF LOT 68 LYING NORTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE CENTER OF THE SOUTHWESTERLY LINE OF SAID LOT 68 TO A POINT IN THE CENTER LINE OF THE NORTHEASTERLY LINE OF SAID LOT 68 IN GOLF ACRES, BEING A SUBDIVISION OF PART OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF LOT 3 IN GEISHECKER'S PARTITION OF LAND IN THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1939 AS DOCUMENT 12370211, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER THAT PART OF THE PRIVATE ROAD, SHOWN ON THE PLAT OF GOLF ACRES, BEING A SUBDIVISION OF PARTS OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 AND A PART OF 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE NORTHERLY LINE OF LONG VALLEY ROAD AND THE WESTERLY LINE OF LOT 68 IN GOLF ACRES AFORESAID, EXTENDED SOUTHWESTERLY TO THE WESTERLY LINE OF SAID PRIVATE ROAD (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN COOK COUNTY, ILLINOIS.

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