INOFFI CHALLOG Old Ment Bank 105 S. York Street Elmhurst, IL 60128 ome Equity Line of Credit evolving Credit Mortgage

THIS MORTGAGE IS dated as of February 22 , 19.93 tis botween Richard T. Garrigan and Kriskine

Garrisan His Wife (*Motgagor*), Old Kent Bank 195 S. York Street, Elmhurst, Illinois (*Montjagos*). ('Moltgagor')

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in our win ing riche aneither calculated and payable as provided therein. The provided therein the provided the provided therein the pr dirig Disclosures, duted of even date barewith (the "Loan Agreement"). ween Mortgagor and Mortgagee

To secure payment of the indebtedness evidenced by the Note and the bildles (defined below), including any and all recewals and extensions of the learn Agreement. Mortgager dots by these presents CONVEY, INTERNIT and MORTCAGE units Mortgagee, all of into transition the real estate situated, lying and by ing in the County of Cock.

Cock. and State of Jimois, legally deited as tollows

See Attached Legal Description Exideit

perty Index No. party Address. 05 34 402 002

51 Grescent Place

Wilmette, IL 60091

ich is referred to herein as the "Premises." togother with all improvements, idings, tenements, hereditaments, acourtenances, gas, oil, minerals, ease tongs, teneralis, neather the from ses, and all types and kinds of uses, apparatus, machiners, manufacturers, and finds of uses, apparatus, machinery and equipment including without limitation, all the foregoing used to supply heat, gas, air conditioning, watch, light, power, ingeration or ventilation (whether single units or controlled) and all quality, window shades, short doors and windows, floor coverings, twinings, vas and water heaters, whether now on or in the Pramises of Dereafter. cted, installed or placed on or in the Premises, and whether or not physically school to the Premises. The foregoing items are and shall be deemed a part of Premises and a portion of the security for the Liabilities.

Further, Mortgagor does hereby pledge and assign to Mortgague, all see, written or verbal, rents issues and profits of the Premisest Including hout limitation, all rents issues, profits, revenues, royallies, bonuses, rights to the permises, advance to resecutive, under any and all present or future leases of the Premises, after with the right, but not the obligation, to collect, demand, sue for and over the agrees, as a personal coverant applicable to Mortgagor only, and not as a latter or condition hereof and not available to anyone other than Hortgagor, and the series of any other than a series of any other than a series of anyone other than Hortgagor, and the series of any other than a series of a series

Mile with the art many of the purity is defined in lilinois. Revised the purity of this Mortgage secures payint of any sasting medical acceptance future advances made pursuant to the it, to the same extent as if such future advances were made on the date of the culton of this Mortgage, without regard to whether or not there is any advance at the line this Mortgage is executed and without regard to whether or not see its any advance at the line this Mortgage is executed and without regard to whether not there is any indebtedness outstanding at the time any advance is made advances hereunder shall have the same priority

Mortgagor does hereby expressly waive and release all rights and bene-under and by virtue of the Homestead Exemption Laws of the State of

Further, Mortgagor covenants and agrees as follows:

Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become demaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, keep the Premises free from any encumbrances, security interests, liens, mechanics liens, which was the provided by the pro or claims for than; (c) pay when due any indebtedness which may be secured by a ken or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lies or charge to Mortgause; (d) complete within a reasonable time any building or buildings now

or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material altera-tions in the Premises, except as required by law or municipal ordinance. unloss such atterations have been previously approved in writing by Mortgagee; and (g) refrain from impairing or diminishing the value of the

Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges. drainage laxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgage duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

Upon the request of Mortgagee, Mortgager shall deliver to Mortgagee all criginal leases of all or any portion of the Premises, together with assignments of such leases from Mortgager to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgager shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premisus for public use are hereby transferred, assigned and shall be paid to Mortgage; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and legal lees, to the reduction of the Indobtedness secured hereby and Mortgagee. gages is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award

No remedy or right of Mortgagee hereunder or under the Loan Agreement shall be exclusive. Each right or remedy of Mortgagee with inspect to the Limbitities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall attect any subsequent Default of the same of a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagoe

Me trager shall maintain, with respect to the Premises and all buildings and improvements now in hereafter situated on the Premises, properly daining extrance which shall cover, without limitation, loss or damage by fire, he limit, windstorm, vandalism and malicious darnage and such other hazar as as may from time to time to designated by Mortgages. If the Premises is located in a flood hazard zone, Mortgagor shall keep all buildings 20.2 improvements now or hereafter situated on the Premises insured against loss or damage by flood. Each insurance policy shall be for an amount su ficient? 2 pay in full the cost of replacing or requiring the for an amount su ficient to pay in full the cost of roplacing or repairing the buildings and Improvements on the Premises, which amount shall in no event be less than the pin of the principal amount of the Note and the principal amount of al. m.e. notes secured in whole or in part by the Premises. Mortgagor shall also obtain liability insurance with respect to the Premises in an amount via an is acceptable to Mortgagor. All policies shall be issued by companies satisfactory to Mortgagor and Mortgagor shall deliver same to Mortgagor. Each insurance policy shall be payable, in case of loss or damage, to Mortgagor. Each insurance policy shall contain a lender's loss payable clause or one forsement, in form and substance satisfactory to Mortgagor. In the viat that Mortgagor falls to provide any such required issurance or if such insurance is not acceptable to Mortgagor. Mortgagor may obtain such insurance and the cost theroof shall be paid by Mortgagor as provided in an Loan Agreement. In case of insurance about to explice. Mortgagor shall deliver to Mortgagor renewal policies not less than ten days prior to the properties dates of renewal policies not less than ten days prior to this espective dates of expiration. Each insurance policy shall not be canculable by the insurance company without at least 30 days' prior written notice to Mortga-

Upon Default by Mortgagor herbunder, Mortgague may, but is not required to, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagos, and Mortgages may, but is not required to, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgages may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or promise or settle any tax iten or other iten or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including legal fees, and any other funds advances by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall under no circumstances by considered a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the Mortgagee.

If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, ilens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate recoived 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 tien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax iten or claim of any of the foregoing.

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Upon a Default, at the sole option of Mortgagee, the Note and/or am other Liabilities shall become immediately due and payable and Mortga-gee thay exercise any rights or remedies it may have at faw or equity. Upon a Default. Mortgagor shall pay all expenses of Mortgague, includ-ing legal fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgague's rights in the Premises and the costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage shall mean written notice has been given to Mortgagor by Mortgagee that any one or more of the following events, conditions or acts have occurred. (i) Mort gagor, fails to make payment of any amount due here-under, under the Loan Agreement or under the Note within

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20 days of the due date of such amount, (ii) Mortgagor fails or neglects to comply with or to perform any term, obligation or agreement in this Mortgage, the Note: the Loan Agreement, or any other document relating thereto. (iii) any application or statement furnished to the Bank by Mortgagor is found to be materially faise or incorrect. (iv) the death or insplicancy of Mortgagor (however expressed or indicated) or the inability of Mortgagor to pay any of its and/or their respective debts as they mature, (v) the bing of a petition in bankruptcy of for the adjustment of debt, of, by or against Mortgagor, (vi) if all or any part of the Premises or any interest in it is sold, leased, transferred, or further excumbered or a transfer of occupancy or possession occurs, or confirst to sell or transfer the Premises or as spart thereof is entered into, occurs all or transfer of ownership of any occur in all interest to a land troop which holds title to the ownership of any other iceal interest in a land frost which holds fille to the Premises occurs, or each case without the Mortgague's proporties consent (vii) any judgment attachment, lied execution or revy against Mertgagor or against free isses or any amount which is not proroptly pind, discharged, reliaised on order or otherwise tolly satisfied, (voi) the enactment or expiration is an imposable law which has the effect of rendering mentoricable any (increase) and this Mortgage, the Note the Loan Agreement or any other in this control occurrent agreement or other withing relating thereto, or (xxx) as but any under any prior mortgage on the Premises. Without himitalism of the free clinic a Default under the Note of Premises, Without limitation of the fries ding, a Default order the Note of the Loan Agreement shall constitute Or fault under this Mortgage.

Notwith transing any other provisions of this Nightage, no size, leade 10 mortgage trees freed, grant by Mortgagor of a genombrance of any limit or a conveyance, transfer of occupancy or possession, contract to sail, or transfer of the Premises, or any part thereof, as a contraster of ownership of any beneficial interest or power of direction in a land first which holds title to the Prainises, shall be made without he procedulten consent of the Mertgages

Biabdities" means any and all Induities, obligations and industrate diverof Mortgagor or any other maker of the Note to Mortgagee tor play nent of any and all amounts due under the Note, the Coas Agreement or the Mortgage, whether heretelore, now owing or hereafter arising or ownig. due or payable, how-over created, around or evidence, whether divide or indirect, absolute of contingent primary or secondary, joint or several, whether existing or arising, together with legal fees resulting from a Detault by the Mortgagor and relating to the Mortgagoe's rights, reme dies and security interests hereunder including advising the Mortgages or drafting any documents for the Mortgages irosing or resulting from any Default by the Mortgagor. Notwith Landing any other provisions of this Mortgago, the Note, or the Loan Agreement, the Libitatic secured by this Mortgage shall not exceed an amount agost to 200% of the pencpal amount of the Note, plus interest thereon and any other change provided for in the Loan Agreement relating to the rematenance of the Tevolving line of credit secured hereby, and any distursements, made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disthursements made by Mortgagee which are autho-rized boreunder or under the Loan Agreement, and legal fees, costs, and relating to the enforcement of the Note: the Loan Agreement and this Mortgage, plus interest as provided herein

When the Labilities shall became due whether by acceleration or other wise. Murtgrigee shall have the right to forcefore the lent of the Mort gage, to any suct to furcebee the lens of the Mortgage, there shall be allowed and arrived an additional indebtedors on the judgment of fore anower and arranged as substantial entering on the pulphone of the characteristic and expenses, which may be past or incurred by or on behalf of Mortgogne for legal less, approaches fees, untillys for documentar, and expert evidence desconaphers, charges, publication costs and creas of producing all abstracts of title, title searches and examinations, title insurance policies. Foreign certificates, tax and fee searches, and similar data and accurances with respect to fille as Mort gages may deem to be reasonably receivary either to prosecute the foreclosure sun or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclin-sure judgment, may be estimated by Mortgagee. All expenditures and expenses mentanger on the paragraph, when incrined or paid by Mortga que shalf become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereof at a rate equivalent to the post maturity interest rate set from in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortga gee or on behalf of Mortgagee in connection with (a) any proceeding including without limitation, probate and bankruptcy proceedings, to which Mortgague shall be a party, either as plaintiff, claimant or defend ant, by trasion of this Mortguos or any indebtedness secured hereby end (b) any preparation for the commencement of any suit for the foreclosure or 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, collect upon or enforce the provisions of the Loan Agreement, the Note: this Mortgage or any distinguisher section. whether or not actually commenced, or (c) any preparation for the de tense of any threatened suit or proceeding which might affect the Prem ises or the security hereof, whether or not actually commenced

Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such such sitted 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 Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether or not the Premises shall be

than occupied as a homestead. 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 deficiency, during the full statutory period of re-demption, if any, whether there be redemption or not, as well as during any further times when Mortpagor, 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 Liabilities or secured by any judgment foreclosing this Mortgage, or any tax, special assessment of other hen or encumbrance which may be or become supenor to the lies hereof or of the judgment, and the deficiency judgment against Morrgagor or any quarantor of the Note in case of a foreclosure sale and deficiency

- No action for the enforcement of the tien 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 astron at law upon the
- 15 Mortgager shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose
- 16 Upon payment of all curns secured by this Mortgage. Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagee shall pay custs of recordation, if any
- This Mortgage and all provisions hereof shall extend to and be binding inpon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word: Mortgagor, when used herein shall also include all persons or parties liable for the payment of the moebledness secured. hereby or any part thereof, whether or not such persons or parties shall have executed the Note, the Loan Agreement or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singufar 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
- This Mortgage has been made, executed and delivered to Mortgagee in Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provisions 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 multi-ctive to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions of the remaining provisions of this Mortgage

Any notice required to be given by Mortgagor or Mortgagee under this Mortgage shall be given as provided in the Note. 19

Richard T. Garrigan

Relating O. Garrigan

STATE OF ALINOUS COUNTY OF CENT (C a Notary Public in an I for the County and State aforesaid, do hereby certify that REMATER T. GITTIER AND DECEMBER KNOWN to me ARE to be the same person(s) whose name of subscribed to the foregoing instrument, appeared before me this day in per the signed with delivered said instrument as the dwn free and voluntary act, for the uses and purposes therem set forth Given under my hand and Notarial Seal this. day of ____ GARY L BOGENBERGER
TARY PUBLIC, SYATE OF ILLINOIS
IN COMMISSION EXPIRES 02/17/97 My Commission Expires This document prepared by Old Kent Bank 233 S. Wacker Drive 3.19 THOMS Chicago 111 60606 93200793

same as above

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Old Kent Bank

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This document should be returned to

Attn Frances Hangel

BOX 333 - TH

Legal Description Exhibit "A"

All that part of Lot 7 lying Southerly of a Line drawn from a point in the West Line of said Lot 7, 9, 95 Feet South from the Northwest Corner of said Lot 7 to a Point 2.34 Feet on the Westerly Line of said Lot 7 to a Point 2.34 Feet South from the Northeast Corner of said Lot 7 measured on the Easterly Line thereof, in Block 2 in the subdivision of the Easterly Line thereof, in Block 2 in the subdivision of Blocks 1, 2, 5, 6 in Deepster Addition to Wilmette, being a Subdivision of Lots 20, 21, 22, 23, 24, 6 25 in Baxter, a Subdivision of the South Section of Quilmette Reservation, in Section 34, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #05 34 402 002

Property Commonly Known As: 51 Crescent Place, Wilmette, T1.