NBD Bank, Home Equi	successor by merger to NBI	o Bank Evanston. Di Mortgage (Va	N A Rate	93360401
This Mortgage is dated as of		19 93 and is between		
cown as Trust No.	not personally, but as Trustee y* Laura Meagher, divorc by merger to NBD Bank Evar	e under a Trust Agreeme ced_and_not_since	nt dated remarried	, 19 and ("Mortgagor").
"ATSO KIIOWII AS Edul	a meagher-militer Witness	seth.		
he Note at the per annum rate equals used in the Note and this Morta Wall Street Journal in the "Money As used in the Note and this Morta Wall Street Journal is not published after the date of the change in the Valuation of the change in the Valuation of the published the the street Journal is not published after the date of the change in the Valuation of the published the street in the "Money Rates" column anterest after Default, (defined belowed) and Other the "Other the published of the published and the permanent of the permanent	Credit Note dated the same date as this ** (the "Line of Credit"). Interest of al to	on the Note shall be calce (25_%) percent per rate of interest, or the high on the last business day ther than a Saturday or 5 in the Variable Rate Index may fluctuate under the will be applicable to a mile The Wall Street Jour die interest rate Index and by acceleration or otherway in excess of the Variable	alated on the daily or annum in excess ighest rate if more of each month for Sunday or general I at will be the first of the Note from mon all the outstanding it mal discontinues the will notify the Mort wise, shall be calcule Rate Index. Mortg	unpaid principal balance of the Variable Rate Index than one, published in The the preceding business day legal holiday on which The lay of the next billing cycle that to month with or without ndebtedness under the Note e publication of the "Prince traggor of the Index selected lated at the per annum rate agor has the right to prepay
Mortgagor promises to repay all arr	age Is Not Executed By A Land Tra- ounts of principal and interest on the N half pay to the Bank the amount due i	Note. On or before the page		
Monthly payment equal to the Monthly payments equal to c	e accrued interest on the Note. one sixtiath (1/60th) of the principal ba	ilance outstanding on the	Note or \$100.00, v	whichever is greater.
To secure payment of the indebtedn of the Note. Mortgagor does by the	al and interests on the Note, if not soone css evidenced by the Note and the Lia ce presents Coure, Warrant and More I being in the Count of	abilities (defined below), tgage unto Mortgagee, al	including any and a	state, right, title and interes
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in a second	COOK COUNTY ILLINON FILED FOR RECORD) O		JUS.
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Common Address: 801 Queens Lane, Glenview, Illinois 60025
Permanent Identification No.: 04-25-202-113

Permanent Identification No.: 04-25-202-113 which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appointenances, gas, oil, minerals, easements located in, on or over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Comises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as it such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all teases, written or verbal, rents, issues, and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal convenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed: (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, except for prior Mortgages which have been disclosed to Mortgagee, security interests, liens, mechanics' tiens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (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 alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises
- 2 Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder

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เริ่มสีของ และโนเดิง The successors and assigns of Morigagee. the use of any gender stadt be applicable to all genders. The word "Morsingular shall include the plural, the plural shall mean the singular and persons or parties shall have executed the Note or this Mongage. Each Mongagot shall be jointly and severally obligated hereunder. The debtedness secured hereby or any part thereof, whether or not such also include all persons or parties hable for the payment of the in-Hade menot been need a "togagnold" brow ed I cogagnold dynomic to purquis abou yeorgagot and all persons or parties claiming by, under 26. This Mortgage and all provisions hereof, shall extend to and be eagingfroite with an banubas saintiduct of this Mortgage, if the Mortgagor renders payment in full of all

19 in the event the Mortgagor is a land trustee, then this Mortgage

ing, issue or transfer thereof, all such personal liability of the trustee. tragor, as trustee, because or in respect of this Morgage of the makpersonal liability, shall be asserted or be enforceable against the Morlateral or guaranty from time to time securing payments hereaft no through enforcement of the provisions of the Note and any other colof the trust estate which in part is securing the payment hereof, and the trustee, and insofar as the trustee is concerned, is payable only our sterse of the power and authorny conferred upon and vested in it as is executed by the Mortgagor, not personally, but as trustee in the ex-

the fren hereot or of the pudgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale or other hen or encumbrance which may be or become superior to any judginent foreclosing this Mortgage, or any tax, special assessment in whole or in part of the indebtedness secured hereby, or secured by the receiver to apply the net meome in the receiver's hands in payment ston, control management and operation of the Premises. The court towers which may be necessary or are usual for the protection, posses the rents, issues and profits. Such receiver shall also have all other realtee of behinte od bluow travieser odi to memeranim odi tot eges en est costest tot control of the more than a period of the period of th the foreclosure suit and, in case of a sale and a deficiency, during the

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the yaq bus squaroff shit to not out overlot of courge sognatioff. St easonable times and access thereto shall be permitted for that purpose. the Mortgagee shall have the right to inspect the Premises at all

30. This Mortgage has [22] made, executed and delivered to Mortgagee in EVARSION. Himois, and shall be construed in accordance with the lawer 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, be effective and valid under applicable law, be effective and valid under applicable law, and invalid under applicable law, and invalid and the extent of such provisions or fine from invalidating the remainder of such provisions or the remainif any, being expressly waived in any manner, expenses, including recording fees and otherwise, to release the hen

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Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which flort a for may discretion comest prior to such tax, assessment or charge be coming deli-quent

- 3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayments, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use is hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance and to appeal from any such award.
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereaft rexisting at law or in equity. No delay by Mortgagee in exercising, comitting 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 affect any subsequent in all of the same or different nature. Every such remedy or right, may be exercised concurrently or independently, and when and as often is may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or bereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vand dism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and in provements now or herafter situated on the Premises insured again: (lose or damage by flood, if the Premises is located in a flood hazard tone. Each insurance policy shall be for an amount sufficient to pay it, full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the bote. Mortgagor shall obtain liability insurance with respect to the Pren ises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance polic, shall name Mortgagee as an "additional insured" and be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, of redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus sasonable 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 never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the Mortgagor.
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any 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 Mortgagor 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 and includes the failure of the Mortgage role of the complete of the complete cure of of the Cause for Default within ten (ii) days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of the Mortgagor to pay the Note or Liabilities in accordance with their terms.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor 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.
- "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements 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, disbursements made by Mortgagee which are authorized hereunder and attorneys' and paralegals' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.
- 12. 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 judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, outlays for documentary and expert evidence stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary with it to prosecute the foreclosure suit or to evidence to bidders at any fore to sure sale. All of the foregoing items, which may be expended after earry of the foreclosure judgment, may be estimated by Mortgagee. All expendiaces and expenses mentioned in this paragraph, when incurred (r 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 oaid 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 plaintif, claimant or defendant, by reason of this Mortgage or any indebtednes, see red hereby; or (b) any preparation for the commencement of any suit (c), 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 act any commenced; or (c) any preparation for the defense of any threater of suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 13. 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 the items that are mentioned in the immediately preceding paragraphs; 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 Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. 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 Mortgagor 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 Mortgage 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

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