NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY

SIGNA Success National Bank One Marriott Drive Lincolnahire, 11 60069-3703

DEPT-01 RECORDING 431.00 T41111 TRAN 6744 10/17/94 14:57:00 \$2587 ¢ CG -94-887636 **\***-COOK COUNTY RECORDER

MORTGAGE TO SECURE A NEVOLVING CREDIT LOAN

			A PACE OF ST	28 S 1416 N. 1	5 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
7 1 2	THIS MORTE	GAGE DATED O	CTOBER 11	1994 TO	SECURE A REVO	LVING CREDI	T LOAN (herein	"Mortgage") Is me	de
	,, - ,			1	1144 1200			"Mortgage") is ma	
~, 4,~	CHINAL WARRING		"COK" NDOKUNU		1313K-1313K				
1/51 4				History and the second	and the second of			the state of the s	

, (herain

"Borrower"), and Success National Bank, a national banking essociation, whose address is One Marriott Drive, Lincolnshire, Illinois 60069-3703 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grante, bergains, sells and conveys, warrants and mortgages (unless Borrower (s a Trust; in which event Borrower conveys, mortgages and quitclaims) unto Lender and Lender's successors and assigns, the following described property located in the municipality of Stone Park County of Cook State of Illinois: which has the doleas of 1616 N. 39th Ave. Stone Park (throis 60165, (herein "Property Address").

Permanent Index No. 15-04-117-071

good a find displication of 

LEGAL DESCRIPTION: 20 32 IN BLOCK 20 IN H.O. STONE AND COMPANY'S HORLD'S FAIR ADDITION, A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 3' NORTH, RANGE 12, EAST OF THE THIRD PRICIPAL MERIDIAN, LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLOT THEREOF RECORDED JANUARY 21, 1929 AS DOCUMENT NO. 10262649, IN COOK COUNTY, ILLINOIS.

TO HAVE AND TO HOLD such property for Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or reversion in and to the bads of ways, treets, evolues and alleys adjoining the Property and rents (subject however to the rights and authorities given here not Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and are stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall he deemed to be and remain a part of the property covered by the longage; and all the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term ) defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the unifor the purpose of creating a security interest in such property, which Borrower hereby grants to lander as secured party (as such term is defined in the UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a Success National Bank SIGMA Agreement and Disclosure Statument ("Agreement") of even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herevith, in the principal sum of U.S. ONE HUNDRED THIRY-ONE THOUSAND SEVEN HUNDRED FIFTY AND NO/100------ (\$131,750.00), or to much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid; due and payable ten (10) years from the date thereof; the payment of all other sums, with interest thereon, advanced in accordance herewith to project the security of this Mortgage or advanced by honoring overdrafts under paragraph 7(c) of the Agreement; and the performance of the covenants and agreements of Borrower contained herein and in the Agreement and the Note. The Agreement, the Note, and this Mortgage are collectively referred to as the "Credit Documents". The Credit Documents contemplate and this Mortgage permits and secures, at Mortgage's discretion future advances in a total amount up to 1-1/2 times in principal sum of the Note as set forth above."

Not withstanding anything to the contrary herein, the Property shall included in Borrower's right, title and interest in and to the real property, described above, whether such right, title, and interest is acquired before or after execution of this Mortgage, Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fer interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land horeby conserved and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encompances of record. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record; Borrower covenants that Borrower will neither take non-permit any action to partition or subdivide the Property or otherwise change the legal drick intereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding belance under the Note, in this regard, the Note provisions set forth verbatim below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Note or to cancel future advances for reasons other than default by the Borrower.

The first four paragraphs of paragraph 3 of the Note entitled "INTEREST (VARIABLE RATE)", provide as follows:

The ANNUAL PERCENTAGE RATE applied to the outstanding principal balance on this Note is calculated daily and equal to the Prime Rate plus 0.00 percentage points (the "Note Rate"); provided, however, in the event I fail to use my SIGMA Checking Account with Lender as my Primary Household Account (as herein defined) or to continue to authorize Lender to make automatic debits from my Primary Household Account in payment of sums due hereunder, then the Annual PERCENTAGE RATE applied to the outstanding principal balance of this Note shall be increased to 1/4 of one percent over the Note Rate, in effect from time to time. The Prime Rate for any given date is the lowest "prime rate" as then defined and published in The Wall Street Journal "Money Rates" column (or any column successive therato) on the last business day of the preceding month. On days on which The Wall Street Journal woods not regularly publish, the "Prime Rate" shall be the "prime rate" as then defined and published in The Wall Street Journal "Money Rates" column, (or any column successor thereto) on the most recent date prior to the last business day of the preceding month. The Wall Street Journal currently defines the "Prime Rate" as the base rate on corporate loans at large United States money center commercial banks. For purposes of this Mote, I will be considered to maintain a Primary Household Account with Note Holder only if I make at least two deposits to my SIGMA\* Checking Account each month, if I make at least five payments from such Account per month, by check or preauthorized draft, and if no other facts indicate that my SIGMA\* Checking Account is not being used as my primary household checking account. CIL

Initial here:

Any change in the AMMUAL PERCENTAGE RATE will be implemented on the first business day of the month. I understand that I will not be provided with any advance notice of changes in interest rates or the Prime Rate, except for changes in the method of calculating the AMMUAL PERCENTAGE RATE as provided by paragraph 14 of the Success National Bank SIGMA Agreement and Disclosure Statement I have signed (the "Agreement").

Interest charges will be calculated by applying the daily periodic rate to the "average daily balance" of the Account. I understand that Note Holder will pay, on a daily basis and on my behalf, for advances obtained by me under this Note as a result of charges and checks on each day in amounts not to exceed my credit line. Interest for any such payments by Note Holder on my behalf will be charged beginning on the date checks are presented for payment or posting and will continue until such payment has been repaid in full. Interest for charges, cash station advances or other advances will be assessed from the date of posting.

Paragraph 6 of the Note entitled "FREEZING, TERMINATING, REDUCING THE LINE", provides in its entirety as follows:

Upon the occurrence of an Event of Default hereunder, Noto Holder can either (a) cancel my right to any future advance under my line of credit, without requiring accelerated repayment of my outstanding principal balance (that is "freeze" the line) or (b) cancel my right to any future advances and also require accelerated repayment of my outstanding principal balance plus accrued interest and other charges imposed on my credit line (that is, "terminate" the Line). Additionally, Note Holder can (a) freeze the line, and (b) reduce the maximum amount to be advanced hereunder during any period in which (i) the value of my principal dwelling which secures the indebtedness evidenced hereby is significantly less than the original appraised value of the dwelling which was submitted to Note Holder, (ii) Note Holder has reason to believe that I will be unable to comply with the repayment requirements hereunder due to a meterial change in my financial circumstances, which may include but is not limited to a reinstatement of payment schedules hereunder after the prior termination of the line due to the incurrence of an Event of Default (which was thereafter cured), (iii) Note Holder is precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for herein, (iv) any government action is in effect the priority of the mortgage given to Note Holder, to the extent that the value of Note Holder's interest in the property is less than 117% of the amount of the applicable credit limit hereunder, (vi Acte Holder is notified by a regulatory agency that continued advances constitute an unsafe and unsound practics, in (vi) the maximum ANNUAL PERCENTAGE RATE is reached. The notice must be sent registered or certified mail, ad ressed to me at the real estate (or such other address as I have given Note Holder). The notice will be deened to have been given on the date it is deposited in the mail regardless of when I actually receive it.

If Note Holder erris to freeze the line or reduce the credit limit, the freezing of my right to any future advances or the reduction in the amount of the line of credit will be effective when Note Holder elects, provided that Note Holder shall mail or deliver written notice of that action to me not later than three (3) business days after the action is taken and shall contain the specific reasons for the action. If the notice specifies that Note Holder is terminating my line, rather than merely freezing it, I will be obligated to repay my outstanding principal balance, and all accrued FINANCE CHARGES and other charges imposed upon my credit line, upon receipt of the notice, provided, however, that Note Holder will still have the right, in accordance with and at the times specified in this are to give me a subsequent notice terminating my line entirely, thus accelerating the Due Date and thereby in arring the date full repayment is due. In addition, Note Holder will still have the right to terminate the line, a crierate the Due Date and institute foreclosure proceedings under the Mortgage if an event or breach permitting such remedies occurs.

### COVENANTS. Borrower and Lender covenant and agree as follow:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with and pursuant to the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges and other charges imposed under the Note.
- 2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment in amounts payable to lender by borrower under paragraphs 6 and 26 of this Mortgage, then to interest payable on the lote, then to other charges payable under the Agreement, and then to the principal of the Note.
- 3. PRIOR MORTGAGE AND DEEDS OF TRUST; CHARGE; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of Trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and their charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of Trust) on the Property which may attain any priority over this Mortgage, and less whold payments or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.
- 4. HAZARD INSURANCE. Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain Hazard insurence for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lease of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Nortgage four the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amount. To less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of Trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lender may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of Trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Lender and Borrower in this connection) and in such order as Lender may determine or be released to borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

	Initial	here:	
٠	a35 jegs 4		

3488767

If the Property is alargued by Borrower or if Borrower falls to resond to Lender in writing within thirty (30) "selender days from the date notice is mailed by conder to borrower that the (naurance carrier offers to settle a claim for insurance benefits Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
- 5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrover shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property), which may be demaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lasse if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-love and regulations of the condominium or planned unit development, and constituent documents, all as may be smended from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the governments and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agraements contained in this Mortgage or in the Credit Documents, any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to parryaph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, drived the action or proceeding, disburse such sums, including reasonable attorneys' fees, and take such action as Lender comma necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of asking the toan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insulance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agraement or applicable law.

Any amounts discused by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Sorrower secured by this Mortgage. Unless Sorrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Lender to Sorrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

- 7. IMBPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emerge-Ly Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the 'reperty, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, \*\*bject to the terms of any mortgage, deed of Trust or other security agreement with a lieu which has priority over this Nortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effect to the terms of any mortgage, deed of Trust or other security agreement with a lieu which has priority over this Nortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effect or such moneys in the name manner and with the same effect as provided in this Mortgage for disposition or settlement in provided in this made without Lender's prior written a proval.
- 9. BORROWER NOT RELEASED; FORREARANCE BY LENDIR NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein or under the Credit Documents shall not operate to release, in any manner, the liability of the original Borrower, Barrower's successors in interest, or any guarrita or surety thereof. Lender shall not be required to commence proceedings against such successor or refuse to extend the for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made to the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any set of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. My such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not a construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the Indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.
- SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; COSIGIERF, CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, subject to the provisions of partgrar 16 hereof. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note (a) is co-signing the Mortgage only to encumber that Borrower's interest in the Property under the lien and terms of this Mortgage and to revere commested rights, if many, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage is to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In this Mortgare, Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- NOTICES. Except for any notice required under applicable law to be given in an another manner (a) any notice to Borrower (or Borrowers successors, heirs, legatees, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it to, or by mailing such notice by registered or certified mail addressed to, Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) at the Property Address or at such other address as Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) may designate by written notice to lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at Success National Bank, One Marriott Drive, Lincolnshire, Illinois 60069-3703 or to such other address as Lender may designate or the monthly statement to Borrower (or to Borrowers successor, heirs, legatees, devisees and assigns which have provided Lender with written notice of their existence and address) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery, is actually made or the date notice is deposited into the U.S. mail system by registered or certified mail addressed as provided in this paragraph 11. Notwithstanding the above, notice of Lender's change of address may be sent by regular mail.
- 12. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs", "expenses" and "attorneys' fee" include all sums to the extent not prohibited by applicable law or limited herein.

Initial here:

## **UNOFFICIAL COPY**

- BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 14. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents or which may be available to lender by law, and all such right and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.
  - EVENTS OF DEFAULT.
- a. Notice and Grace Period. An Event of Default will occur hereunder upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation of Borrower's covenants under any of the Credit Documents and upon Borrower's failure to cure such breach or violation, and to provide Lender, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after notice is given, and expires at 11:59 p.m., Central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 11 hereof and shall contain the following information: (1) the nature of Borrower is breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which breach or violation must be cured; and (4) whether failure to cure such breach or violation within such period, if any, will result in acceleration of the sums secured by this Nortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law to reinstate his revolving line of credit under this Nortgage after acceleration. credit under this Hartgage after acceleration.
- b. Evens of Default. Set forth below is a list of events which upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods are set forth parenthetically after each event.) The events are: (1) Borrower fails to make deposits to its SIGMA\* Checking Account, prior to the first business day of each month, in e sufficient amount of immediately available funds, as necessary to make the minimum payments required under the Creait forwards of the property of the Agreement (no grace period); (2) Borrower fails to keep the covenants and other promises made in paragraphs 2 and 5 (r he Agreement (no grace period); (3) Lender receives actual knowledge that Borrower omitted material information on Borrower's credit application (no grace period) or Borrower committed fraud or material misrepresentation in connection with this lending relationship; (4) Borrower dies or changes his or her marital status and transfers Borrower's interest in the Property to someone who either (1) is not also a signatory of all the Credit Documents (no grace period) or (1) is a signatory of all the Credit Documents if such transfer, in Lender's reasonable Judgment, materially impairs the security for the line of credit described in the Credit Documents (no grace period); (5) Borrower files for bankruptoy, or bur cuptcy proceedings are instituted against Borrower and not dismissed within (no grace period); (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes the Property, or suffers a lien, claim of line or encurbance or an increase in the amount of any such lien, claim of line or encurbance; (3) day grace period in which to remove lien claim of lien or encurbance); (8) Borrower defaults or an action is filed alleging a default under an oredit instrument or mortgage evidencing or securing an obligation of Borrower such service of the property securing the lien between (no grace period); (7) Borrower fails to we have any priority over the lien he Events of Default. Set forth below is a list of events which upon the lapse of the applicable grace

When, after expiration of applicable grace periods, lender terminates in Account, Borrower must immediately (1) return all unused Checks and Card(s) to Lender and (2) pay the entire outstanding intended for Borrower's Account plus accrued FINANCE CHARGES, late charges and other charges imposed on said Account.

- 16. TRANSFER OF THE PROPERTY. If Borrower or beneficiary of the Trust, if any sells, conveys assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property, or any direct or indirect interest therein is otherwise sold of transferred, voluntarily or involuntarily, including without limitation sale or transfer in any proceeding for foreclient or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent. Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebterne's secured by this Mortgage to be immediately due and payable. Any such action by Borrower or beneficiary of the Trust shall constitute an immediate Event of Default. Any use or attempted use by Borrower of the revolving line of credit avidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sall or transfer the Property or by direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default. a separate Event of Default.
- 17. ACCELERATION; REMEDIES (INCLUDING FREEZING THE LINE). Upon the existence of an Event of Default, Lender may, at its sole option, terminate the line, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17 including, but not limited to, reasonable attorneys' fees

As additional specific protection, notwithstanding any other term of this Mortgage, Lendor, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 15 and 16 of this Mortgage, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, (or an increase in the amount of any such lien, claim of lien or encumbrance), either superior or inferior to the lien of this Mortgage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 11 of this Mortgage. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein in any of the Credit Documents.

4, 79	3.3 / 1 gr 4s		
15.7	Initial	here:	

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, provided that prior to acceleration under paragraph 17 hereof or the occurrence of an Event of Default hereunder on abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof, or abandonment, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any accurity for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name aus for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

- 19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Lender shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release if allowed by law.
- 20. REQUEST FOR NOTICES, Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address; set forth on page one of this Mortgage.
- 21. UCCRPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement and Note are by "this reference incorporated herein as if set forth in full, Any Event of Default under the Note or the Agreement shall constitute an Event of Jefault hereunder, without further notice to Borrower.
  - 22. TIME IS UP THE ESSENCE. Time is of the essence in this Mortgage, and the Note and Agreement.
- 23. ACTUAL KNOW! DOE. For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in Writing by Borrower until the date of actual receipt of such information at Success National Bank, One Marriott Drive, Lincolnshire, 12 60069-3703 (or such other address specified by Londer to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Songer. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stemped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge of such event or information at of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional Lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.
- 24. TAXES. In the event of the passing after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or delta secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.
- 25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension, or extprion laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enfo coment or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who mey laim through or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree a foreclosure, pursuant to rights herein granted, on behalf of the Mortgager, the Trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest therein, and each and every person acquiring any interest the or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.
- 26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this hertgage or enforce any other remedy of the Lender under this Mortgage, Agreement, or the Note there shall be allowed and not indeed, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stempraphers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after witry of the decree) of procuring all abstracts of title, title searches and exeminations, title insurance policies, Torrers Curtificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to p osecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this No trage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note of the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.
- 27. CAPTIONS: SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28.	TRUSTEE	EXCULPATION.	Ιf	th'	is Mortgage	is:	executed	bу	а	Trust,	MA	۸

Trustee executes this mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note, secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that with respect to the Trustee only any recovery on this Nortgage and the Note secured hereby shall be, soiely against and out of the Property hereby conveyed by of any co-maker, co-signer, endorser or guarantor of said Note.

Sinitial here: L.

34887625 · · ·

# 4887623

## **UNOFFICIAL COPY**

IN WITHESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER	IS AN INDIVIDUAL(S):
	0 1 = 2 = 2
Katist M. Nature Ss.	Darbara a natale
Individual Borrower ROBERT D. NATALE	Individual Borrower SARBARA A. NATALE
Individual Borrower	Individual Borrower
STATE OF ILLINOIS )  COUNTY OF  SS:	
ROBERT D. NATAL: A. BARBARA A. NATALE , personally known the foregoing instrumnt appeared before me this day in	said County, in the State aforesaid, DO HEREBY CERTIFY that lown to me to be the same person whose name(s) is subscribed to n person, and acknowledged that he signed, sealed and delivered the uses and purposes therein set forth, including the release
Given under my harv' and official seal, this 11	TH day of OCTOBER , 1994.
	Gabara Jack
Commission Expires: BARBARA TAYLOR  Notary Public, State of IIII in it  My Commission Expires 3/10/98	Notary Public
1 F KOR YOK	ER IS A TRUST:N/A
	not personally but as Trustee as aforesaid
	Ву:
	7x its:
ATTFOT.	
ATTEST:	Date:
fta:	4,
	1,0
STATE OF ILLINOIS ) SS:	
COUNTY OF )	
I, the undersigned a Notary Public, in and for	the County and State aforesaid, DO HEREBY CERTORY, that
President of Socretary of said encorat	ion personally known to me to be the same persons whose names
as their own free and voluntary acts, and as the free and surposes therein set forth; and the said Secretary d	ion, personally known to me to be the same persons whose names  President and Secretary, acknowledged that they signed and delivered the said instrument and voluntary act of said corporation, as Trustee, for the uses id also then and there acknowledge that he, as custodian of the orporate seal of said corporation to said instrument as his own for the uses and purposes therein set forth.
Given under my hand and official seal, this	
Commission expires:	
	Notary Public
THIS INCIDIMENT DECOMBED BY.	natury remotive
THIS INSTRUMENT PREPARED BY:	
MELISSA DALBERG Success National Bank One Marriott Drive Lincolnshire, Illinois 60069-3703 (708) 634-4200	