WEST SUBURBAN BANK OF DARIEN

8001 S. Cass Avenue Darien, IL 60561 ATTN: ANGEL KOTTKE

WEST SUBURBAN BANKING **HOME EQUITY LINE OF CREDIT MORTGAGE**

HIS MORTGAGE (the "Mortgage") is made this 1ST day of FEBRUARY EYNOLDS, RUSBAND AND WIFE IN JOINT TENANCY BANK, an Illinois Banking Corporation, with its main banking office at 711 Sou	19.94_, by the Mortgagor, <u>MICHAEL T. REYNOLDS & NANCY S.</u> herein, "Borrower"), in favor of the Mortgagee or Mortgagees, WEST SUBURBAN th Westmore, Lombard, Illinois 60148, and/or WEST SUBURBAN
HANK OF DOWNERS GROVE/LOMBARD with its main banking office at 2800 s ETHIEV PORD DOWNERS CROWE	an Illinois Banking Corporation, (herein jointly or
with its main banking office at <u>2800 S. FINIEY ROAD, DOWNERS GROVE</u> ilternatively referred to as "Lender") in accordance with their respective interes ereinbelow).	t pursuant to the terms of the Note and the Agreement (as described
Whereas, Borrower has executed a Promissory Note (the "Note") and a Horrower may from time to time borrow from Lender amount to which Borrower may from time to time borrow from Lender amount to up on the "Cradit Limit"), plus interest thereon, which inter-	

NOW, THEREFORE, to secure to Lender the repayment of the Credit Limit, with interest thereon, pursuant to the Note, the payment of all sums, with interest nerson, advances in accordance herewith to protect the security of this Mortgage, and the performance of the covenant and agreements of Borrower contained n the Agreement and in thir Mortgage, Borrower does hereby mortgage, grant, and onvey to Lender the property located in the County of COIX State of 10036 DRURY LANE, LESTCHESTER, IL 60154 _, State of Illinois, which has the street address of

ind is legally described as:

porrowed under the Note plus interest thereon are due and payable ten years after the date of this Mortgage.

THE SOUTHEASTERLY . O FEET OF LOT 151 AND THE NORTHWESTERLY 30 FEET OF LOT 152 IN GEORGE 11 JOH AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, IN THE NORTH WEST, QUARTER OF THE NORTH EAST QUARTER AND THE MORTH EASY GUARTER OF THE MORTH WEST GUARTER (EXCEPT THE RIGHT OF WAY OF CHICAGO, MAD'SON AND NORTHERN RAILROAD AND IC RALLHOAD) OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COPY, ILLINOIS.

THIS IS A SECOND MORTGAGE.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all as ments, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights, and water stock, and all lixtures now or herealte at ached to the property covered by this Mortgage; and all of ne foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold; are herein referred to as the "Property".

BORROWER COVENANTS the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borro ver warrants and will defend generally the title to the

Property against all claims and demands, subject to any encumbrances of record.

COVENANTS, Borrower covenants and agrees as follows:

1. Payment of principal and interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Note, together with any fees and charges provided in the Note and the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under r aragraph 1 hereof shall be applied by Lender first in payment of amounts recoverable by Lender under this Mortgage, then to interest, lees, c. arges, and principal pursuant to the

arms of the Agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and imposition: a hibbatise to the Property that has a status priority over this Mortage, leasehold payments or ground rents, if any, and all payments due under any mortgage (isclos to by the title insurance solicy insuring the Lender's interest in the Property (the "First Mortgage"), if any, upon Lender's request, Borrower shall promptly it in the Lender receipts widencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortage, except the lien of the First Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall, in a manner acceptable to Lender. igree in writing to the payment of the obligation secured by such lien or contest or defend enforcement of such lien in legal proceedings which in Lender's spinion operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by li e, h izards included

4. Hazard insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by it e, h zards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The traurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld). All premitings on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall enclude a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts for paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made

rompity by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date the notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance bonefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise morter in writing, any such application of proceeds to principal shall not extend or postpone the due date of the

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Note and Agreement or change the amount of such payments. If under paragraph 16 hereof, 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 the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good epair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with provisions of any lease if this Mortgage is on a easehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the reclaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the concominium or planned initi development, and constituent documents. If a condominium or planned unit development ider is executed by Borrower and recorded together with this dortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this fortgage as if the rider were a part hereof.

6. Protection of Lender's Security. If B move fails pherior to the preparate and agreements contained in this Minigage, or if any action or produceding is commenced that materially affects Linder's inthe exclusive Property, including but not minigage, and any proceeding by or on behalf of a prior montgages, emirant domain, insolvency, code enforcement, or arrangements or proceedings involving a banktupy or decedent, then Lender, at Lander's option, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon Lender's demand and shall bear interest from the date of disbursement at the highest rate of interest provided in the Note. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder. 7. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. notice prior to any such inspection specifying reasonable cause inferior related to Lender's Interesting 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 Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of proceeds multiplied. by the following fraction: (a) the total amount of the sums secured by this Mortgage immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condemnor has offered to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Note or Agreement of change the amount of such payments. 9. Borrower Not Released. No Extension of the time for payment or modification of any other term of the Note, the Agreement or this Mortgage granted by Lender to any successor in interest of the Borrower shall operate to release, in any manner, the liability of the original Borrower and Borrower's successors in Interest. Lender shall not be required to commence proceedings against successor or refuse to extend time for payment or otherwise modify any term of the Note, the Agreement, or this Mortgage, by reason of any demand made by the original Borrower or successor in interest. 10. Forbearance by L., der Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercity of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several the provisions hereof. 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. 12. Notice. Except for any notice under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice 'y or riffed mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (a) (b) notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may design te by notice to Borrower provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the market design the constructed herein. Borrower of Lender when given in the marker Jesignated nerent.

13. Governing Law; Severability. This Morri gage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage, the Note or the Agreement conflicts with applicable law, such conflict shall not affect the other provisions thereof which can be given effect without the conflicting provisions. To this end the provisions of the five the Agreement, and this Mortgage are declared to be severable.

14. Transfer of the Property. To the extent permared by law, it all or any part of the Property or an interest therein, including without limitation any beneficial interest in any trust holding title to the Property, is, old or mansferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due 15. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan as authorized by Section 5d of the Illinois Banking Act (Ill. Rev. Stat., Ch. 17, par. 312.3) and shall secure not only presently existing incertice need under the Agreement but also future advances, whether such advances are obligatory for to be made at the option of the Lender, or otherwise, as are night within 10 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution or this shortgage and although there may be no indebtedness outstanding at the time any made on the date of the execution of this made at the time of execution of this independent of the may be no advance made at the time of execution of this independent of the secured hereby, including future advances, from the time of its filing for record in the recorder's or registral soft. If the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, b: the tital unpaid balance secured hereby at any one time shall not exceed the Credit Limit, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and Interest on such disbursements. This Mortgage shall be valid and have priority over all subsequent aers and encumbrances including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

16. Acceleration; Remedies. Upon the occurrence of an Event of Default under the Note or the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, it ender at Lender's option may declare all the sums secured by this Events of Default are incorporated herein by this reference as though set forth in full here in, fender at Lender's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the. Agreement, and may foreclose this Mortgage by a judicial proceeding. Lender shall be entitled to collect in such proceeding all dar enset of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and the title reports. All remed as provided in this Mortgage are distinct and cumulative to any attories's tees, and costs of occumentary evidence, abstracts, and the filte reports. At refiled as 3 300 det in this mortgage are distinct and controllative to any other right or remedy under this.

Mortgage, the Note, the Agreement, or afforded by law or equity, and may be exercised concurrently, Ir use indently, or successively.

17. Assignment of Rents; Appointment of Receiver, Lender in Possession. As additional security if freun Jer, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandon, pentry, the Property, have the right to collect and retain the Property, provided that borrower shall, prior to acceleration under paragraph to neteor of abandom, and if it he Property, have the right to collect and retain such rents as they be become due and payable.

Upon acceleration under paragraph 16 hereof or abandomment of the Property, Lender, in person, by age it, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of 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 it is Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. 18. Release, Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Lender shall refrase this Morgage without charge to Borrower.

19. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

20. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or charge in the terms or rate of interest shall not impair in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Maker, sur atvior guaranter of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured. IN WITNESS WHEREOF, Borrower has executed this Mortgage BOTTOWET MICHAEL T REYNOLDS' NAMEY S REYNOLDS Borrower Borrower Ba 333 STATE OF ILLINOIS COUNTY OF AUTU , a Notary Public in and for said county and state, do hereby certify that

is/are subscribed to the foregoing sails instrument, appeared before this day in personally known to me to be the same person(s) whose name (s) is/are subscribed to the foregoing sails instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as the foreign and voluntary act, for the uses and purposes therein set forth. undersigned Fels. 1994. Given under my hand and official seal this / 🗷 "OFFICIAL SEAL" - Public, State of Horeis My commission Expires: fel Joannission Expires 4/17/95