94379469

CULPY AVENUE VINSO INVOOD LINDS 50646

REVOLVING CREDIT MORTGAGE

Home Equity Loan Program -- Land Trust Form

THIS WORTGAGE Is dated as of April 11, 19 94	and is between
Glenview State Bank as trustee under trust agree	ment dated October 24, 1991
and known as Trust No. 2268 . ("Mortgagor"), and BANK OF LINCOLNWOOD	, an Hinois banking association, 4433 W. Young
Avenue, Lincolnwood, Išlnois ("Nortgagee").	
WITNESSETH:	fortunes equation to the order of Moderace in the
Mortgagor has executed a Revolving Credit Note (the "Note") dated the same date as this M principal amount of \$\frac{40}{20}\text{00}(\cdot \cdot 0)\$ (the "Une of Credit"), Accrued interest on the Note 20th day of the first morth after the date hereof, and continuing on the same day of each morphopal and interest (the "Account Balance") shall be due and payable at maturity (defined below), interest a below on Account Balance shall be charged at a per annum rate equal to for (4%) percent in except as the count Balance shall be charged at a per annum rate equal to for (4%) percent in except as the count Balance shall be charged at the count Balance shall be charged at the count Balance shall be charged.	 shall be due and payable monthly beginning the both thereafter, and the entire unpaid balance of slow), Interest on the Note shall be charged and after Detriut (defined below) or Maturity (defined
prepay all or any part of the Account Balance at any time without penalty. To secure payment of the indeptedness evidenced by the Note and the Dablities (define extensions of the Note. Mortgagdk does by these presents CONVEY, WARRANT and MORTGAG title and interest in the real estate situated, lying and being in the County of	E unto Mortgagge, all of Mortgagor's estate, right,
Lot 27 in Block 2 in Oliver Salinger and Company's Sec	
Addition to Rogers Park, being a Subdivision of the No	
South West quarter of Section 25, Township 41 North, 3	lange 13, East of the Third
Tax I.D.#: 10-25-304-027	INCOUNTED THE SOURCE BY LINCOUNWOOD, ILL ESSAB
which is referred to herein as the "Premises", together with all improve the buliness lene minerals easements located in circular or under the Premises, and all types and kinds of fixture used to supply heat igas, air conditioning water, light, power, refrigeration or vent ation, while screens, window shades, storm doors and windows, floor coverings, awnings, stoles and water hereafter erected, installed or placed on or in this Premises, and whether or not physically attactional by deemed a part of the Premises and in portion of the security for the Liabrities.	is uncluding without limitation, all of the foregoing itner single units or centrally controlled, and all riheaters, whether now on or in the Premises or ed to the Premises, The foregoing items are and
The Note evidences a Trevolving credit as defined in lithrois Revised Statutes Chapter 17, Propayment of any existing indebtedness and future acyanics inAdvances') made pursuant to the Nowere made on the date of the execution of this Northage, without regard to whether or not there executed and without regard to whether or not there is any indebtedness outstanding at the time a	ote, to the same eitent as it such future advances s any Advance made at the time this Mortgage is
Furner: Mortgagor does hereby bledge and assign to Mortgagee, all leases, written or in including without limitation all rents, issues, profits, the enues, royalties, bonuses, tights and beneficially as advance rent or for security, under any and all prisent and future leases of the Premiser collect, receive, demand, sue for and recover the same with the or payable. Mortgagee by accoveriant applicable to Mortgagor only, and not as a limitation or crindition hereof and not available to Mortgagee the perfect that occur is an event shall occur, which under the telling hereof give to Mortgagee the	irbal, rents, issues and profits of the Premises, ifits due payable or accruing, and all deposits of s, together with the right, but not the obligation, to ceptance of this Mortgage agrees, as a personal able to anyone other than Mortgagor, that until a
collect receive and enjoy such avails. Further Mongagor does hereby expressly waive and release all ricits and benefits under an	d by virtue of the Homestead Exemption Laws of
the State of Illinois	94379469
Further. Microgagor coverants and agrees as follows: 1. Microgagor shall (a) promptly repair, restore or rebuild any building or improvements now damaged or be destroyed. (b) keep the Premises in good condition and leriair, without waste entumbrances, security interests. Lens, mechanics' liens of claims for lien, (c) day when due mortgage, lien or thange on the Premises including any instaffment payments or at the reunder, as such payment, and perform and compty with all coverants contained in any such mortgage, lien any building now or at any time in process of construction upon the Premises, (e) con ordinances with respect to the Premises and the use of the Premises, (f) make no mate tail afterable municipal ordinance, unless such alterations have been previously approved in writing by the limit they after the Premises.	a. and, except for this Mortgage, tree from any any indectedness which may be secured by a nd upon feduest, exhibit satisfactory evidence of or charge; (d) complete within a teasonable time nory with all requirements of all laws or municipal ons in the Premises, except as required by tak or prigages. (g) refrain from impaning or diminishing
2. Mortgagor shall pay when due and before any penalty attaches, all general taxes, upricharges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessing shall upon written reduest, furnish to Mortgager duplicate paid receipts for such taxes, assessing Mortgagor shall pay in full under protest in the manner provide by statute, any tax, assessment or charge perominol definition.	its or charges against the Premises. Morigagor ents and charges. To prevent Defauft hereunder or charge which Morigagor may desire to contest
3. Upon the request of Mortgagee Mortgagor shall deliver to Mortgagee alt original reases of assignments of such teases from Mortgagor to Mortgagee, which assignments shall be in form and	if all or any portion of the Premises, together with disubstantal satisfactory to Mortgagee, Mortgagor

shall not without Mortgagee's prior written consent, procure, permit

shalf hor without Mortgagee's prior written consent, produce bermit of accept any repayment, discharge or Comprimise or any fertific release any tenant from any obligation at any time while the indebtedness secured hereby remains unpaid.

3. Any award of damages resulting from condemnation proceeding, exercise of the power of eminent domain, or thin taking of the Premises for public use are hereby transferred, assigned and shalf be paid to Mortgagee; and such awards or any part thereor muy to applied by Mortgagee after the payment of all the Mortgagee's expenses, including costs and attorness, and parallegats' fees, to the reduction of the indeptedness secured hereby and Mortgagee's expenses, including costs and attorness, and parallegats' fees, to the reduction of the indeptedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgage, to execute and deliver virual acquittances and to appeal from any such award.

5. No remedy or right or Mortgagee hereunder shalf be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shalf be in addition to every other remedy or right now or nereafter existing at law or in equity. No chay by Mortgagea in exercising, or onthing to exercise, any remedy or right accruring on Default shalf impair any such remedy or right, or shalf be construed to be a

Norgage or the Premises shall be in addition to every other remedy or right now or nereafter existing at law or in equity. No dinay by Mongagea in the Premises shall be in addition to every other remedy or right now or nereafter existing at law or in equity. No dinay by Mongagea in exercising or omitting to exercise, any remedy or right accruing on Delauti shall impair any such remedy or right, or shall be construed to be a waiver of any such Delauti or acquiescence therein, or shall affect any subsequent Delauti of the same or 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 Mongagea.

6. Mongagor shall keep the Premises and all building and improvements now or hereafter situated on the Premises insured against loss or damage by fire lightning, windstorm, vanidalism and maticious damage and such other hazards as may from time to time be designated by Mongagee. Mongagor shall keep all buildings and improvements now or hureafter situated on the Premises insured against loss or damage by Mongagee. Mongagor shall keep all buildings and improvements now or hureafter situated on the Premises insured against loss or damage by Mongagee. Mongagor shall be lor an amount sufficient to pay in full the costs of replacing or replacing the building and improvements on the Premises and in no event ress than principal amount of the Note. Mongagor shall obtain liability insurance with respect to the Premises in and amount which is acceptable to Mongagee. All policies shall be issued by companies satisfactory to Mongagee. Norgagoe Each insurance policy shall be payable, in case of loss or damage, to Mongagee. Each insurance policy shall be payable, in case of loss or damage, to Mongagee. Each insurance policies, including additional and remeal policies, including additional and remeal policies, to Mongagee. In case of insurance policy shall not be cancellable by the insurance company without at least 30 days or or written notice to

moneys bard for any or the purposes herein authorized and all apprises part of intolline of sometiments of the burdening parallegals; fees, and any other funds advanced by Mortgagee to protect the Premises or the lien thereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much adorbonal 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 Nortgagee shall never be considered as a waiver of any right activing to Mortgagee on account of any Default nereunder on the part of Mortgagor

8 If Mortgagee makes any payment authorized by this Mortgagee relating to taxes, assessments, charges, tiens, 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.

Upon Default, at the sole option of Mortgague, the Note and/or any other Liabilities shall become immediately due and payable and η^2

Mortgage shall pay all expenses of Mortgage Ling Littern was and parting its feet and expenses incurred in connection with this Murtgage and all expenses incurred in the exponent of Mortgage's rights in the premises. The term "Detautt" when used in this Mortgage, has the same meaning as defined in the Note. Default under this Note or any other Loan Documents shall constitute a default under this Mortgage. tes incurred in connection with this Muripage te incurred in connection with the disposition of

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

consent of Mortgagee 11. "Default" or "Event of Default" means any one or more of the following: (ii) there is fraud or misrepresentation by the Mortgagor (or any Guarantor) haits to meets the repayment terms of this Note or the Liab tes for any outstanding balance; or (iii) any action or inaction by the Mortgagor (or any Guarantor) adversely affects the Mortgagee's security for the Line of Credit or any right of the Mortgagee in such security.

12. **Liabilities** means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of Guarantor of the Note to

Mortgagee for payment of any and at amounts due under the Note or this Mortgage, whether heretofore, now or hereafter arising or owing, due or payable incressiver created, ansing or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, together with attorneys, and paralegats fees relating to protecting and enforcing the Mortgagee's rights, remedies and security interests hereunder or under

with attorneys' and paralegals fees relating to protecting and entorcing the Montgagee's rights, remedies and security interests intercribed or under the Note or under any of the Labilities, including advising the Montgagee or drafting any documents for the Montgagee at any time.

13 "Prime Rate" means the highest rate of interest published in The Wall Street Journal In the "Money Rate" column each business day as the Prime Rate may be adjusted without notice by the Bank to the undersigned. Any change in the Prime Rate will be applicable to all the outstanding indebtedness under the Note whether from any past or future Advances. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rate" column, the Prime Rate shall be the interest rate published in the Federal Reserve Statistical Release H.15 as the "Bank Prime Loan" interest rate for each business day.

14 "Maturity" means the earlier of (a) five years from the date of the Note; (b) the day when the Mortgagee accelerates and declares the balance of the Line of Credit to be due and payable pursuant to a Default. By agreement of the Mortgager and Mortgagee, the Maturity of the Note

and this Mortgage may be extended.

When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the ken of thir Nortgage in any suit to foreclose the ken of this Mortgage, there shall be allowed and included as additional indebtedness in the judgement of functional expenditures and expendences which may be paid or incurred by or on behalf of Mortgagee for attorneys' and parallegals lees, appraisern lees, outlays for documentary evidence, stenographers' charges, special process server fees, publication costs and costs of procuring all abutrants of title, title searches and examinations, title insurance policies. Tomens certificates, tax and ken searches, and similar data and assurance, with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suff or to evidence to bidders at any increasure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgement may be est mated by Mortgagee. All on politices and expenses mentioned in this paragraph, when incurred or paid by Mortgage shall become additional indettedness secured hereby and shit if 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 of all also apply to any expenditures or expenses incurred or paid by Mongagee or on behalf of Mongagee in connection with railiany proceeding, thick-ling without limitation, probate and bankruptcy proceeding, to which Mortgagee shall be a party, either as paintiff clamant of defendant by reas in of this Mortgage or any indebtedness secured hereby; or (b) 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 to collect upon or ellipse the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the detense of any threatened suit or proceeding which attect the Premises or the security hereof, whether or not actually commenced

The proceeds of any foreclosure sale shall field istributed and applied in the following order of priority: First, on account of all costs and

to the proceeds of any loreclosure sale shall fail istributed 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 paragraph; second, all other tems which under the terms of this Mortgage colorifical independents secured by this Mortgage additional to that evidenced by this Note, with interest thereon as here in provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal; fourth, any surprus to Mortgagor's heirs, legal replace tailves, successors or assigns, as their rights may appear.

17. Upon, or at any time after the fitting of a compliant to first answer this Mortgage, the court in which such suit is filled may appoint a receiver of the Premises. The receiver's appointment may be made either to use or after sale, without notice, without regard to the solvency or insolvency of frontgagor at the time of application for the receiver and without legand to the Premises or whether the Premises shall be then the premise of the Premises or whether the profession of the properties that have prevent or either the profession and cocupied as a homestead or not. Mortgagee may be appointed as the receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suif and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as ouring they further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such non-viri shall also have all other powers which may be necessary of are usual for the protection, possession, control management and operation of the Premises. The court in which the foreclosure suit is field may from time to time authorize the receiver to apply the net incomine in the receiver is acceptant in whole or in part of the indebtedness excurse. hereby or secured by any judgment to eclosing this Mortgage, or any tax, specific assessment or other lien or endumbrance which may be or become superior to the lien herebt or of the judgment, and the deficiency judgment aryainst Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency

Two action for the enforcement of the lien or of any provision of this fillorigago shall be subject to any detense which would not be good and

available to the party interposing the same in an action at law upon the Note.

Mongages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose

20. Upon payment and discharge of all amounts secured by this Mortgage and termination of the Line of Credit, Mortgages shall release the lien of this Mortgage, and shall pay all expenses, including recording lees or otherwise, to release this Mortgage, and all provisions hereof shall extend to and be binding upon Mortgago, and all provisions hereof shall extend to and be binding upon Mortgago, and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties habite for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties have executed the Note or this Mortgage. Each Mortgagor shall be pointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of and gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

22 This Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the plane" and authority conferred upon

and vested in it as the trustee and insolar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to the ecouring payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect not be. Mortgage or the Making.

issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

23. This Mortgage has been made, executed and delivered to Mortgages in Lincolnwood, Illinois, and shall be constribed in accordant re laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner and the effective and valid

COUNTY RECORDER	THE PART PART PART	
ラヤムとヒーケムー* 在じゅ ㎏(6)	GLENVIEW, STATE BANK	
00:84:01 +4/13/40 +533 MMT 6888MT	As Trustee alogesaid and not personally	_
DEE1-01 UECORDING \$53 G	Whanwille	
STATE OF TELPHOIS SS.	Assistant Vice President	
County of Case	pssistant vice riesident	
	alive Hantas	
	Anesi Trust Officer	
	Trust officer V	
THE HINDERSTOHER a Notar	y Public in and for said County in Illinois, do riereby certify that	
. THE DIDENTIQUED	Ce President of the GLERVIEW STATE BANK Assumed Trust Officer Accordant Organizary of said Trustee who are personally	. an

acknowledged that they signed and delivered the said Mortgage as their own tree and voluntary act and as the tree and voluntary act of said Trustee for the use and purposes therein set forth; and the said Assistant Trust Officer—Assistant/Doubles then and there acknowledged that he as custodian of the corporate seal of said Trustee, did affix the corporate seal of said Mortgage as said Assistant-Trust Officer - ASULTANK SACRES own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set

OFFICIAL SEAL 11th Notary Public, State of Illinois Rev (11 7 89) My Commission Expires 6/11/96

Folison