94379591 THIS MONTAGE CONTINUED AND THE AMOUNT OF \$200,000,000 9 5 9 Service Revolving Credit Mortgage

Money Service

BANKËONE

and the Mortgagee BANK ONE. CHICKED, NA ("Mortgagee") whices address P.O. DOX 7070 RECENTAN II. (6018-7070 (State) (2) Code) Mortgager or Mortgage's beneficiary (if applicable) has entered into a Home Equity Line of Crodit Agreement with the Mortgagee dated APRIL 20, 1994 as the same may be modified or extended endors more than the Mortgagee and or certain conditions with make the provision of the Agreement with the Mortgagee and or certain conditions with make loan advances from the to the text Agreement? with provisions are given that the property of the 120th his celtains do not be hardered or extended endors more than the text and the Agreement and the Mortgage or the Mortgage or posteriors be about 50 than 30 than 10 t	This Mortgage is made this		,		91 - Batwaen the Mor	(gagor	
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Nortgagor further covenants: 1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to performed under the provisions of any prior mortgage and upon failure of Mortgagor to performed under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants. Mortgage herein may, at its option, do so. Mortgage shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgage may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgages shall constitute a breach of a condition of this Mortgage. 2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed waste upon said Property. This instrument prepared by and to be returned to Bank One,	County COOK	as Document	No	(*prior mortgag	o*).		• :
such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgager (and Mortgager's beneficiary, if applicable) plus interest es hereinafter provided; it being specificall understood that although Mortgagee may take such curative action, Mortgager's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage. 2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed waste upon said Property. This instrument prepared by and to be returned to Bank One,	Mortgagor further covenan	ts:					
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Address: P.D. BOX 7070 \	waste upon said Pro	perty.					uffer to be committed
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- 3. To keep the Property insured against loss or damage by fire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said Property with insurance companies acceptable to Morigagee, and to deposit the policies of insurance with Mortgagee if requested by Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the damaged Property.
- 4.To pay all taxes and assessments against said Property as the same shall become due and payable or, at the request of the Mortgagee, to pay to Mortgaged on each installment date a sum equal to the sum of one-twellth (1/12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Mortgagee. Said deposits shall be without interest paid by the Mortgagee (unless required by law) and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the duposits are sufficient therefor. Mortgagee assumes no responsibility for the validity of any tax or assessments.

In the event such deposits exceed the amount required for the payment of taxes and assessments, the Mortgagee may apply a part or all of such excess at such time as it may elect to the principal of indebtedness secured hereby. It such deposits are less than the amount required for the payment of taxes and assessments. Mortgagor shall, on demand, pay such deliciency.

If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by Montgagor or its beneficiary (including modification or amendment of the prior montgage to increase the indebtedness thereby secured) without Mortgagee's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Martgagor's (or Mortgagor's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums recoved by this Mortgage or as set forth in the Agreement, Mortgage prior to acceleration shall mail notice to Mortgagor (and Mongagor's beneficiary, if app called specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Montgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Morigagee at Morigagee's option may declare all of the sums secured by this Morigage to be immediately due and payable without further demand and may foreclase this Mortgage by judicial proceedings.

Any forcearance by Mortgagee in exercising day right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or pruclude the exercise of any such right or remedy by Mortgage /.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any previsions or clause of this Mortgage, or Agreement conflicts with then applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provision, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgagor shall be liable to Mortgagee for all legal costs, including but or a finited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such action proceeds to judgement. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

Mortgagor (and the beneficiary of Mortgagor, if applicable) hereby waives all right of homestead exemption in the Property.

LAND TRUST:

Each of the covenants and agreements herein shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgages.

In the event the Mongagor executing this Mongage is an Illinois land trust, this Mongage is an event the Mongagor and personally, but as Trustee aloresaid in the exercise of the power and authority conferred upon and vested in it as such Trustee's cane Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that politips con upon the Note shall be construed as creating any liability on the Mortgagor personally to pay any and all obligations due under or pursuant to it e Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, it any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

INDIVIDUALS:

and the second s	not personally but		1/60 1 1
as Trustee under Trust Agroement dated		Km	14/1/m dint
and known as Trust Number		RONALD J	. MONDLOCK
BY:			'C
its:			
County of Coolc State of Minois	000K 00	DATY ILLINOIS FOR RECORD	
_	QU APR	27 AM 10: 22	94379591 ne State Bloresaid, DO HEREBY CERTIFY THAT personally known
to me to be the same person	whose name	subscri	bed to the foregoing instrument, appeared before
me this day in person and acknowledged that HIS free and voluntary act			scaled and delivered the said instrument as the release and waiver of the right of homestead.
Given under my hand and notarial seal this 2011-	day of	APRIL S	
	Ñ	otary Public &	Notary Public, State of Illinois

Commission Expires:

My Commission Expires 5/13/97

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