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[illegible] RECORDING [illegible]
[illegible]
[illegible]
COOK COUNTY RECORDER

HOME LINE CREDIT MORTGAGE

HARRIS BANK ARGO

This Home Line Credit Mortgage is made this 31ST day of JULY, 19 95, between the Mortgagor, JOHN J MIKULEC JR AND MERRY L MIKULEC, HIS WIFE AS JOINT TENANTS (herein "Borrower"), and the Mortgagee HARRIS BANK ARGO whose address is 7549 West 63rd Street, Summit, Illinois 60501 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated JULY 31, 1995 [illegible] from time to time borrow from Lender sums [illegible] $68,000.00 [illegible] payable at the rate and at the times provided for in the Agreement. After JULY 31, 2000 (the "Expiration Date"), all sums outstanding under the Agreement may be declared due and payable together with interest thereon unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by JULY 31, 2015 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 5 IN BLOCK 4 IN WESTHAVEN NORTH, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ AND IN THE SOUTH ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1963 AS DOCUMENT 18799020, IN COOK COUNTY, ILLINOIS

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which has the address of (herein "Property Address"): 16230 S HAVEN AVE, ORLAND HILLS IL 60477

Property Identification No.: 27-22-206-005-0000

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

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[illegible] Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, [illegible] generally the title to the Property against all claims and demands, subject to any mortgages, declarations, [illegible] schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant [illegible] with any fees and charges as provided in the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 [illegible] first to payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges [illegible] the Agreement, then to the principal amounts outstanding under the Agreement.

3. Charges; Liens. [illegible] shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the [illegible] over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any [illegible] title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly [illegible] such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except [illegible] by the title insurance policy insuring Lender's interest in the Property, provided, that Borrower shall not be [illegible] as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner [illegible] good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to [illegible] of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. [illegible] shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, [illegible] "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods [illegible] that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay [illegible] this Mortgage and any other mortgage on the Property.

[illegible] insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not [illegible] on insurance policies shall be paid in a timely manner.

[illegible] shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in [illegible] Upon the request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid [illegible] prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made [illegible]

[illegible] otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, [illegible] and the security of this Mortgage is not thereby impaired. If such restoration or [illegible] Mortgage would be impaired, the insurance proceeds shall be applied to the sums [illegible] paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to [illegible] date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance [illegible] to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to [illegible] Mortgage.

[illegible] otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date [illegible] change the amount of such payment. If under paragraph 17 hereof the Property is acquired by [illegible] in and to any insurance policies and in and to the proceeds thereof resulting from damage to the [illegible] shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or [illegible]

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in [illegible] permit impairment or deterioration of the Property and shall comply with the provisions of any lease if [illegible] If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of [illegible] the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and [illegible] planned unit development, and constituent documents. If a condominium or planned unit development rider [illegible] together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and [illegible] agreements of this Mortgage as if the rider were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or [illegible] affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or [illegible] eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or [illegible] Borrower may make such appearances, disburse such sums and take such action as is [illegible] not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to [illegible]

[illegible] pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower [illegible] Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender [illegible] and shall bear interest from the date of disbursement at the rate payable from time to time on [illegible] Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action [illegible]

7. Inspection. [illegible] reasonable entries upon and inspections of the Property, provided that Lender shall give [illegible] specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. [illegible] any award or claim for damages, direct or consequential, in connection with any condemnation or other taking [illegible] conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or [illegible] shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

[illegible] after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim [illegible] within 30 days after the date such notice is mailed, Lender is authorized to collect and apply [illegible] restoration or repair of the Property or to the sums secured by this Mortgage.

[illegible] writing, any such application of proceeds to principal shall not extend or postpone the due date [illegible] change the amount of such payment.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

IF BORROWER IS AN INDIVIDUAL(S)

John J. Mikulec Jr

JOHN J MIKULEC JR — Borrower

Type or Print Name

Merry L Mikulec

MERRY L MIKULEC — Borrower

Type or Print Name

STATE OF ILLINOIS } SS

COUNTY OF COOK

I, T.H. WOJEWNIK, a Notary Public in and for said county and state, do certify that JOHN J MIKULEC JR AND MERRY L MIKULEC, HIS WIFE AS JOINT TENANTS personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth

Given under my hand and notarial seal, this 31ST day of JULY, 19 95

"OFFICIAL SEAL"
T. H. WOJEWNIK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-25-97

My Commission Expires:

Notary Public T.H. WOJEWNIK

IF BORROWER IS A TRUST:

This document is made by (hereinafter referred to as the Bank), as Trustee, and accepted upon the express understanding that the Bank enters into the same not personally but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the Bank because of, or on account of the making or executing of this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable upon or in consequence of any of the covenants of this document, either express or implied

IN WITNESS WHEREOF, not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereto affixed and attested by its

(CORPORATE SEAL)

Not personally, but as Trustee under Trust No

By

Trust Officer

ATTEST

STATE OF ILLINOIS } SS

COUNTY OF

I, , a Notary Public in and for said county and state, do hereby certify that of and of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and , respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth, and the said did also and there acknowledged that he, as custodian, of the corporate seal of said Bank, affixed the seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth

Given under my hand and notarial seal, this day of , 19

(NOTARIAL SEAL)

My Commission Expires:

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This Instrument Prepared By

CHRISTINE M JANKOWSKI

After recording, please mail to:

HARRIS BANK ARGO
7549 W 63RD ST
SUMMIT IL 60501

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9. Borrower Not Released. [illegible] of any other term of the Agreement or this Mortgage granted by Lender [illegible] in any manner, the liability of the original Borrower and Borrower's successors [illegible] proceedings against such successor or refuse to extend time for payment or otherwise [illegible] Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors [illegible]

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise [illegible] of any such right or remedy. The procurement of insurance [illegible] Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All [illegible] this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law [illegible]

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights [illegible] and agreements of Borrower shall be joint and several [illegible] this Mortgage [illegible] are not to be used to interpret or define the [illegible]

13. Notice. [illegible] any notice to Borrower provided for in this Mortgage [illegible] to Borrower at the Property Address or at such other address as [illegible] shall be given by certified mail, return receipt [illegible] notice to Borrower as provided herein. Any [illegible] when given in the manner designated herein.

14. Governing Law; Severability. [illegible] the laws of the State of Illinois. In the event that any provision or clause of [illegible] the other provisions of this Mortgage or the Agreement [illegible] this Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. [illegible] Agreement and of this Mortgage at the time of execution or after [illegible]

16. Revolving Credit Loan. [illegible] pursuant to the Agreement such loan is [illegible] indebtedness under the Agreement but also future advances [illegible] are made within 20 years from the date hereof [illegible] this Mortgage although there may be no advance made [illegible] hereby outstanding at the time any advance is made [illegible] future advances, from the time of its filing for [illegible] total amount of indebtedness secured hereby may [illegible] secured hereby including disbursements which the Lender [illegible] at any one time outstanding shall not exceed one hundred [illegible] for payment of taxes, special assessments or [illegible] hereinafter referred to as the "maximum amount [illegible] and encumbrances, including statutory liens, [illegible] amount secured hereby.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower defaults under any credit instrument or mortgage evidencing or securing an obligation whose lien has any priority over the lien created by this Mortgage, or (c) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property [illegible] under paragraph 17 hereof or abandonment of the Property, have the right [illegible]

Upon acceleration [illegible] the Property and at any time prior to the expiration of any period of redemption following [illegible] shall be entitled to enter upon, take possession of and manage the Property [illegible] past due. All rents collected by Lender or the receiver shall be applied first to payment of the [illegible] the Property and collection of rents, including, but not limited to receiver's fees, premiums [illegible] secured by this Mortgage. Lender and the receiver shall be liable [illegible]

19. Release. [illegible] this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge [illegible]

20. Waiver of Homestead. [illegible] exemption in the Property.