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TEREST | PRINCIPAL AMOUNT | FUNDING | MATURITY | CUITCMER INTEREST | PRINCIPAL AMOUNT/ FUNDING/ THE DATE AND NUMBER AND AGREEMENT Sea CREDIT LIMIT AND A TO RATE WAS DATE Control of the Area of the Are \$20,000.00 02/18/95 VARIABLE Committee to be a first of The real and Alling of the Book of reality all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing); who are a communication as seen an income as each transfer to b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing. 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for Commission of the state of the state of the state of the PERSONAL purposes. 4. FUTURE ADVANCES. [x] This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described

agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed

11

8. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Londor to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expanded for the payment of texes, special assumments, or fusurance on the Property, plue interest thereon

8. CONSTRUCTION PURPOSES, if checked, 1.1 this Mortgage accures an indebtedness for construction purposes

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Granter repronounts, wallands and covenants to I onder that

(a) Grantor shall maintain the Property free of all liens, security interests, encumbraness and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by

- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous wante, toxic adistances or any other substance, material, or wante which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) frishle or nontriable astreates; (iii) polychiornated hiphenyle; (iv) them substances, materials or wantes designated as a "hazardous substances" programment to Section 311 of the Clean Water Act or listed pursuant to Section 312 of the Clean Water Act or listed pursuant to Section 312. Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) these substances, materials or write a defined as a "hazardous wasts" pursuant to Section 1004 of the Resource Conservation and tracevery Act or any amendments or replacements to that statute, and (vI) those substances, materials or wastes defined as a "hazardous substances" pursuant to Section 10) of the Comprehensive Environmental Response, Compensation and Uribility Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinary row or hereafter in effect;
- (c) Grantor has the right and is duly authorized to execute and portorm its Obliquitions under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of line, contract or other agreement which may be obding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

- (a) Grantor has not violated and w.o. not violate any statute, regulation, ordinance, rule of law, contract or other agreement which milight materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Leader's rights or interest if the Property pursuant to this Mortgage
- 8. THANSFERS OF THE PROPERTY OF TRINEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Schower or Grantor (Il Borrower or Grantor to not a natural person or persons but is a corporation, partnership, trust, or other tegal entity), Londer may, at Lendet's option declare the sums secured by this Mortgage to be immediately due and private, and Lender may levoke any remodiles permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by tederal law
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorized Lander to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any during party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMEN' (5). Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate of cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Greator receives at any time any written communication asserting a default by Granter under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Londer.
- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lesses, licenses, governmental nathorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness of the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any indebted any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Granter shall not commit or permit any waste to be committed with respect to the Property. Granter shall use the Property solely in compliance with applicable law and insurance policies. Granter shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Granter's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively Loss or Damage) to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

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Page 2 of 6.			initial
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14. INSUFIANCE. Granter shall keep the Property Insured for its full value against all bazards including loss of damage caused by the, collision, theft, flood (it applicable) or other caucualty. Granter may obtain insurance on the Property from nucli companion as are neceptable to Lender in its sets discretion. The insurance policies are altered or cancelled in any manner. The least with at least thirty (30) days written notice before such policies are altered or cancelled in any manner. The leasurance policies shall have (30) days written notice before such policies are altered or cancelled in any manner. The leasurance policies shall have the right of Lender as a mortgage and provide that to set or embales of Granter or may other person shall alter the right of Lender to be paid the insurance proceeds to the repair of the Property or require the Property. At Lender's optice, Lender may apply the leasurance proceeds to the repair of the Property or require the insurance proceeds to be paid to 1 ander in the event Granter halls to acquire or maintain insurance, Lender for providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance psymble and bearing Interest as described in Paragraph 27 and secured bereby. Granter shall turnish Lender with evidence of insurance institution the required coverage. Lender may act as afterney in fact for Granter in making and softling claims under insurance policies, cancelling any policy of acting namely. Catalog statistics and provided the content of the my event Granter shall be obligated to rebuild and restore the Property.

15. ZONING AND PRIVATE COVENANTS. Grantor shall not hultlate or coment to any change in the zoning provisions or private exponents affecting the use of the Property without Londer's prior written consent. If Grantor's use of the Property become a chonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private coverants affecting the Property.

16. CONDEMNATION. Caracter shall immediately provide Londor with written notice of any actual or throntened condemnation or eminent domain proceeding pertaining to the Property. All months payable to Granter from such condemnation or taking are hereov scalinged to Londor and shall be applied first to the payment of Londor's attorneys fees, logal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lockler, to the payment of the Oblightons or the restoration or repair of the Property. In any event Granter shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Londer with written notice of any actual or threatened action, sult, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervane in, and defend such actions, suits, or other legal proceedings and to compromise or settle any clulm of controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or daily portaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will provent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and a sist Lander in any action hereinder.

18. (NDEMNIFICATION. Lender shall not assume or or responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and Indemnify and hold Lender hamiless from all claims, damages, liabilities (including attorneys' fees and regal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hirs regal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewil it. In the alternative, Lender shall be entitled to employ its own regal counsel to defend such Claims at Grantor's cost. Grantor's obligation to Indomnify Lender shall survive the termination, release or foreclosure of this Mortgage. survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twellt. (1,12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so he'd to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reversu order of the due date thereof Establish Andrews

- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Granter shall allow corder or its agents to examine and inspect the Property and examine, inspect and make copies of Granter's books and records pertaining to the Property from time to time. Granter shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Granter's books and records shall be genuine, true, accurate and complete in all respects. Granter shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Granter shall report, in a form satisfactory to Lender, such information as Lender may request regarding Granter's financial condition or the Property. The information shall be for such periods, shall reflect Granter's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Granter to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor falls to provide the requested statement in a timely Contraction of the programme as the
- 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation: All the second and the second
  - (a) fails to pay any Obligation to Lender when due;
    (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

(c) allows the Property to be duringed, destroyed, lost or stolen in any material respect; (d) seeks to revoke, terminate or otherwise fimit its liability under any guaranty to Lender,

(e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is flogal; or

(f) causes Lander to deem Itself Insecure in good faith for any reason

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mongage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law).

(a) to declare the Obligations immediately due and payable in full,

(b) to collect the outstanding Obligations with or without resorting to judicial process.

(c) to require Granter to deliver and make available to Lender my person's properly constituting the Property at a place reasonably convenient to Granter and Lender;

(d) to collect all of the rents, lasues, and profits from the Property from the date of default and thereafter,

(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property:

(f) to foreclose this Mortgage;

(g)to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to monies, instruments, any opposit accounts maintained with Lender, and

(h) to exercise air other rights available to Lender under any other written agreement or applicable law

Lender's rights are curabilities and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor walves the easting of any bond which might otherwise be required.

- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise by catifled under any applicable law
- 25. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Granter those documents that may by required to release this Mortgage of record. Granter shall be responsible to pay any costs of recordation.
- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the foliowing manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or Judining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal costs), then to the payment of the Obligations; and then to any third party as provided by two
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement). These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on bahal, of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in Connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paractaph are coupled with an Interest and are Irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

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- 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may dealpointe in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be disensed given three (3) days after such notice is sent and on any other such notice shall be decined given when received by the person to wheir such notice is being given. 1 1941
- 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable. with the same of the same of the same of the
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Londor agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishoner and protest except as required by law. All references to Granter in this Mortgage shall include all persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Granter and Lender pertaining to the terms and conditions of those documents.
  - 39. ADDITIONAL TERMS.
    Unless Borrover and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood tare nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guarantor of the Obligation;

Grantor ack	nowledges that Grantor has read, "inclerstands, and agrees to the terms and conditions of this Mortgage.
Dated: FEB	RUARY 18, 1995 to the first water to the state of the highest the first to the property of the state of the s
Arch &	GRANTOR: ARLENE D. HOCHWARTER  () All fruit l'Alochuse (Comme
GRANTON:	HOCHWARTER CATALOGUES REGISSERVE CO. ARTEME D. HOCHWARTER OF ME AND COURSE TARGET OF THE ARTEMENT OF THE COURSE TARGET OF THE COURSE TARGET OF THE COURSE OF
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State of - *** 11.1.1NOTS	State of
County of (190),	County of a constraint of a co
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JACK E. HOURKARTER & ARLEST	D. MOGIWARDER
whose name ARE subscribed to the foregoing	48
Instrument, appeared before me this day in person and acknowledged that The V signed, scaled and delivered the sald instrument as TIE-I R free and voluntary act, for the uses and purposes herein set torth.	The second of th
Given under my hand and official soal, this	Given under my hand and official seal, this day of
Notan Public  Commission expires:  "OFFICIAL SEAL"	Elotary Public
Commission datales:	Commission expires:
"OFFICIAL SEAL"  Sherry Lynn Annoreno  Notary Public, State of Hingas  My Commission Papings (1) Hingas  The street address of the Property (if applicable) Is:3104 DAX  ARLINGTO	ULEA IELS COURT #501 H HTS, IL 60004
Permanent Index No.(s): 03-08-213-029-1025	
The legal description of the Property is:  UNIT NUMBER 501 IN BUILDING 5 IN FRENCHMAN'S  DELINEATED ON A SURVEY OF A PART OF LOTS 42  NUMBER 2, BEING A SUBDIVISION OF PART OF THE  OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, E  MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBI  CONDOMINIUM OWNERSHIP MADE BY LASALLE NATION  ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMEN  KNOWN AS TRUST NUMBER 113490 RECORDED IN THE  DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 25  AMENDED FROM TIME TO TIME TOGETHER WITH ITS  IN THE COMMON ELEMENTS IN COOK COUNTY, ILLING	PAD 45 IN FRENCHMAN'S COVE UNIT  AFST 1/2 OF THE NORTHEAST 1/4  AST OF THE THIRD PRINCIPAL  T 'C 10 THE DECLARATION OF  AL BANL, A NATIONAL BANKING  T DATED SPITTMBER 1, 1988 AND  OFFICE OF THE RECORDER OF  , 1989 AS LOUMENT 89505617, AS  UNDIVIDED PERCENTAGE INTEREST

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SCHEDULE 8

This instrument was prepared by: M. DESIO C/O HARRIS BANK ROSELLE BOX 72200 ROSELLE IL 60172

After recording return to Lender.

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Page 5 of 8 \_\_\_\_\_\_Initials

750/1/100

## RIDER TO HARRIS BANK HOME EQUITY LINE OF CREDIT MORTGAGE

Hider to Home Equity Line of Credit Mortgage dated	, 10 '77 ("Morigage")
between JACK E. HOCHWARTER & ARLENE D. HOCHWARTER	("Borrower") and
HARRIS BANK ROSELLE	("Lender").
Borrower and tender acknowledge and agree that the Agreement reference conversion option examples by the Borrower to convert outstanding revolving of Agreement which accrue the est at a variable rate to Term Loan(a) at a fixed rate installments of principal and linerus).	onced in the Mortgage contains a credit advance balances under the
Borrower agrees that this ide trage secures the repayment of hidebte Agreement consisting of both the revolving credit advance balances outstanding up in the Mortgage and also the Term Loan(e) subject to this conversion option we revolving loan balances, as provided in the Agreement.	nder the Agreement and described
It is expressly agreed and understood that the Mor gage includes the folionereby includes the amortizing and non-amortizing poruchs of the revolving cradivances remain available on a revolving basis under the Agreement and also in Lender to Borrower to amortize all or part of such revolving credit form under the Agreement.	edit loan during the period while actudes any Term Loans made by
Sale Sophingit	Borrower
Type or Print Name / JACK E. HOCHWARTER	Borrower

Type or Print Name | ARLENE D. HOCHWARTER

Property of Coot County Clert's Office

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