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Northylew Bank & Trust 245 Waukegan Road Northfleki, 11, 60031 788-446-0245 (Lender)



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SERVICES, IV.3.

HOME EQUITY LINE MORTGAGE

David' N. Finser' commence of the Commence of

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this viorigage and incorporated herein, together, with all future and present improvements and lbtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold; estate, if a leasehold; rents, is sue and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of All of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and coverants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

(,					
INTEREST	PRINCIPAL AMOUNT/	FUNDING/ AGREEMENT	MATURITY	CUSIOMEP NUMBER	NUMBER
. ्रक्षणकारी संस्	के के अमेर्ना है देशका और कार्र	DATE	5 Jan + + 2 to Sec. (1)	Agend to the	Co. 10, 10 10 11 1
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- b) all renewals, extensions, amendments, modifications, replagements or substitutions to any of the foregoing;
- c) applicable law
- 3. PURPOSE. This Mortgage and the Obligations described frerein are executed and incurred for consumer purposes.

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- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lunder to perform Grantor's coverants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
- 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mongage and those described in Schedule B which is attached to this Mongage and incorporated herein by reference;
 - (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. Mazardous Materials to or from the "roperty. Grantor shall not commit or pormit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any other substance, materials, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) irisible or nonfriable asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any expendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or instances materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or instances. replacements to the clatute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that section or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right (100 is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not bordict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be oldding on Grantor at any time;
 (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

- (e) Grantor has not violated and the local violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 7. TRANSFERS OF THE PROPERTY ON PENEFICIAL 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 behalicial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity). Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and parabin, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by tederal law.
- 8. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender 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 third party
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. 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 will nou Lender's prior written consont, shall not: (a) collect any monles payable under any Agreement more than one month in advance; (b) modity any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Counter's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If agreement, Grantor shall promptly toward a copy of such communication (and subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDESTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities 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 recent est possession of any instrument or other remittances with respect to the Indebtedness following the giving of such instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, enderse the instruments and other remittances in trust for Lender apart from its other property, enderse the instruments and other remittances in trust for Lender apart from its other property, enderse the instruments and other remittances are improved a lander with possession of the 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 pindebtedness 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
 - 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor 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 Grantor's sole expense.
 - 12. LOBS OR DAMAGE. Grantor shall bear the entire risk of any loss, their, 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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- 13. INSURANCE, Grantor shall keep the Property insured for its full value against all flazards including loss or damage caused by fire, collision, theft, flood (if apylicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lander with at lend thirty (30) days written notice before such policies shall require the insurance company to provide Lander with at lend thirty (30) days written notice before such policies shall reach as a mortgages and provide that no act or chission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds portaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds portaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the Property or require the insurance proceeds to be paid to Lender. In the event Grantor shalls to acquire or maintain insurance, conder (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall turnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or and craim of the policies of the property and charge to proceeds and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is cliracted to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right of the policies shall be applied in the cost of rebuilding and restoring the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covergats affecting the use of the Property Without Lender's prior written consent. If Grantor's use of the Property becomes a reconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandone (without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed charges to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grants: shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 16. LENDER'S RIGHT TO COMMENCE OR DUFFIND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, built, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervane in, and defend such actions, suits, proother legal proceedings and to compromise or sattle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay patterning to the actions described in this paragraph or any clamages resulting therefrom. Nothing contained herein will provent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION: Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances; Gener shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, samages, liabilities (including attorneys' fees and legal 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 hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to inclemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- 18: TAXES AND ASSESSMENTS: Grantor shall pay all taxes and assessments relating to property when due. Upon the request of Lander, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, there amounts shall be applied to the payment of these, 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 held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. 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 manner.

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- 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:
 - (n) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Grantor about Grantor a income, assets, or any other aspects of Grantor's financial condition:

- other aspects of Grantor's financial condition;
 (b) falls to meet the repayment terms of the Obligations; or
 (c) violates or falls to comply with a covenant contained in this Mortgage which adversely effects the Property or Lender's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a tienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to selzure or confiscation. illegal manner which may subject the Property to seizure or confiscation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations; (b) to declare the Obligationa immediately due and payable in full;

(c) to collect the outstanding Obligations with or without resorting to judicini process; (d) to require Granior to deliver and make available to Lender any personal property constituting the Property at

a place reasonably convenient to Grantor and Lender;

(e) to collect all of the rants, issues, and profits from the Property from the date of default and thereafter;

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

(g) to foreclose this Mortgage;

(h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, montes, instruments, and deposit accounts cash single with tender; and

instruments, and deposit accounts maintained with Lender; and

(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative 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 waives the posting of any bond which might otherwise be required.

- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Len fer its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining 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 pray as provided by law.
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor he soy waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.
- 25. 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 at orneys' fees and costs.
- 25. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and lego; 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 behalf of Grantor may be applied against the amounts paid by Lender (including attorneys fees and legal expenses), to the extent permitted by law. 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 paragraph 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. 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 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

- 32. 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 altered if Lender americs, 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.
- 33. 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, legaless and devisors.
- 34. 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 designate in writing from time to time. Any such notice so given and sent by certified mall, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be said and enforceable.
- 36. APPLICABLE NW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to title jurisdiction and venue of any court located in such state.

demand for payment, notice of dishonor and	conter agree that time is of the essence. Grantor waives presentment and protest except as required by law. All references to Grantor in this
mongage shall include all persons signing be several. Grantor hereby walves any right the Mortgage or the Property securing into Mortintegrated understanding between Granto Research (1997).	low. If there is more than one Grantor, their Obligations shall be joint and to trial by jury in any givil action arising out of, or based upon, this tgage. This Murtgage and any related documents represent the complete of Londer pertaining to the terms and conditions of those documents.
38. ADDITIONAL TERMS.	ina na Adamse di Marilla ng santa panta pinagadi aftito natipal panan na Panya na na nakasadira
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Grantor acknowledges that Grantor has read, Dated: APRIL 3, 1995	understands, and agrees to the terms and conditions of this Mortgage.
+ David M. Ferry	(4) Chilere (1) Jan
GRANTOR: David M. Finser	GMANTOR: Arlene A. Pinger Canants
	A China May
Marie 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	MONTOO!

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County of Cook	County of
public in and for said County, in the State aloresaid, DO HEREBY CERTIFY that David M. Finzer-s. Arlene A. narsonally knows to me to be the same person	on behall of the
How Che daler. Nover, Public	Given under my hand and official seel, this day of "OFFICIAL SEAL" KOOI LIN CHADDAH Notery Pablic Side of Missels My Commission Expires 10/8/97 Commission expires:
SCHEDU	JLE A
The street address of the Property (II upplicable) is: 1435 Ka	ywood Lane w, IL 60025
Permanent Index No.(s): 04-25-315-015	
The legal description of the Property is: Lot 40 in Epson's Country Club Manor, 1. Subd BE 1/4 of the SW 1/4 of Section 25, Township the Third Principal Meridian, in Cook County	ivision of the W 1/2 of the 62 North, Range 12, East of Illinois.
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SCHEDULE B

This instrument was prepared by: Northview Bank & Trust 245 Waukegan Road Northfield IL

After recording return to Lender.

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