

# UNOFFICIAL COPY

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AFTER RECORDING MAIL TO:

Placed By  
Glenview State Bank  
800 Waukegan Road  
Glenview, Illinois 60025  
MAIL TO

DEPT-01 RECORDING 041.50  
T00009 TRAN 0614 01/16/96 10101100  
#2531 RH \*-96-037421  
COOK COUNTY RECORDER

RECORDER'S STAMP

Loan No. 070797786

4/1.50

## FLEXEQUITY ACCOUNT MORTGAGE

THIS FLEXEQUITY MORTGAGE is made this 5th day of January 1996 by and between J. Ronald Murray and Marilyn M. Murray, Husband and Wife

(herein "Borrower") and GLENVIEW STATE BANK, an Illinois Corporation, whose address is 800 Waukegan Road, Glenview, Illinois 60025 (herein "Lender").

Whereas, Borrower is indebted to Lender under that certain Flexiquity Account Promissory Note dated January 5, 1996 (herein "Note") with a credit limit of One Hundred Thousand Dollars and no/100 dollars (\$ 100,000.00) (a minimum amount of \$10,000.00) of which an initial advance of \$ XXX ) has been made and against which Borrower may draw and Lender is obligated to make advances from time to time to the full amount thereof. Repayments of sums advanced from time to time will replenish the credit limit pro tanto so that the total amount that may be lent under the Note may exceed the credit limit thereof but not at any one time. The Note provides for monthly installments of interest or, if Borrower has elected to take any advance as a term loan, of principal and interest, at the rates set forth in the Note, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable five (5) years from the date hereof.

Borrower, in consideration of the indebtedness herein recited, does hereby mortgage, grant, warrant and convey (unless Borrower is a Trust, in which event Borrower does hereby mortgage, grant, quitclaim and convey) unto Lender and it's successors and assigns, the following described property located in the County of Cook, State of Illinois:

\*\*\* SEE ATTACHED LEGAL DESCRIPTION \*\*\*

which has the address of 1418 Estate Lane, Glenview, IL 60025 (herein "Property Address").

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2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a waiver by Lender, Borrower shall pay to Lender on the day monthly installments of interest would be payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach to the Property plus one-twelfth of yearly premium installments for hazard

1. PAYMENT AND COMPLIANCE WITH NOTE: APPLICABLE LAW. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note together with any late charges or other charges imposed under the Note, and the principal and interest on any Future Advances (as defined in Paragraph 27 below), secured by this Mortgage. Unless applicable law requires otherwise, all payments received under the Note and this Mortgage shall be applied by Lender first in Payment of any additional sums owing to Lender pursuant to the provisions of the Credit Documents, whether as advances, attorney's fees (to the extent permitted by law) delinquencies, costs and expenses of enforcing rights and remedies granted under the Credit Documents; second, to the payment of any sums due under Paragraph 2 hereof; third, to the payment of interest on the Note; fourth, to the payment of principal of the Note; and then to interest and principal on any Future Advances.

COVENANTS. Borrower and Lender covenant and agree as follows:

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances hereunder, reduce the amount of credit available, and/or require repayment of the outstanding balance under the Note.

THIS MORTGAGE IS GIVEN TO SECURE: (i) the repayment of the indebtedness evidenced by the Note; (ii) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (iii) the performance of the covenants and agreements of Borrower contained herein and in the Note, and, if title to the property is held by a Trust, in the Flexibility Security Agreement (the "Security Agreement") or given to evidence or secure the indebtedness evidenced by the Note are collectively referred to herein as the "Credit Documents". The Credit Documents contemplate and this Mortgage permits and secures, future advances.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the property, and that the Property is unencumbered except for that certain Mortgage or Deed of Trust in favor of [redacted] dated [redacted] at [redacted] recorded/registered [redacted] as Document [redacted] in the Office of the Recorder of Deeds/Registrar of Titles, Cook County, Illinois. Borrower (as Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof or change in any way the condition of title of the Property or any part thereof.

TO HAVE AND TO HOLD the Property unto Lender, its successors and assigns, forever, for the uses and purposes set forth herein.

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances after-acquired title or reversion in and to the rights of way, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authority given herein to Lender to collect and apply such rents), royalties mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, 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 of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Security Party (as such term is defined in the UCC); and not withholding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property described above whether such right, title, and interest acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

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insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State Agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the language that interest on the Funds shall be paid to Borrower, and unless such agreement be made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds, if any, are pledged as additional security for the sums secured by this Mortgage, and are held by Lender as a creditor and not as a trustee.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower, or credited to Borrower on subsequent monthly installments of Funds. If the amount of Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Neither Lender nor any institution designated by Lender to hold the Funds shall be liable for any failure to make the payments of insurance premiums, taxes or ground rents unless Borrower, while not in default hereunder, shall have requested Lender or such institution to make application of the Funds to the payment of the applicable insurance premiums, taxes or ground rents, accompanied by the bills for such insurance premiums, taxes or ground rents. Notwithstanding the foregoing Lender may, at its option, make or cause such institution to make any such application of the Funds without any direction or request to do so by Borrower.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **PRIOR ENCUMBRANCE; CHARGES; LIENS.** Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. A default under any prior mortgage or deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage may at the option of Lender be declared and deemed to be a default under this Mortgage but only if such default adversely affect Lender's security for the note or any rights of Lender in the security. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which may attain priority over this Mortgage (other than any prior first mortgage or deed of trust); provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **HAZARD INSURANCE.** Borrower shall, at Borrower's cost keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage and such other hazards (collectively agreed to as "Hazards" as Lender may require. Borrower shall maintain Hazard Insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (a) the maximum insurable value of the Property or (b) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligations secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the co-insurance requirement contained in the insurance policy.

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6. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Credit Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender hereunder, including but not limited to eminent domain, involuntary, code enforcement or proceedings involving a bankruptcy or decedent, then Lender, without demand upon Borrower but upon notice to Borrower pursuant to Paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceedings, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement of applicable law.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY, LEASEHOLDS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS.** Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and properly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 1 and 2 hereof or change the amount of such installments.

If under Paragraph 17 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the Property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

If the Property is abandoned by Borrower or if Borrower fails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage and unless Borrower and Lender otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with no excess, if any, paid to Borrower. Such application shall not cure or waive any default under this Mortgage or invalidate any act done pursuant to such notice.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be reasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. All premiums on insurance policies shall be paid in the manner provided in Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts or paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

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Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon at the rate from time to time in effect under the Note for revolving credit advances, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment therefor and if such are not paid within the time period set forth in such notice, such amounts may be charged by Lender as a draw on the Note. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

7. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority, to effectuate this paragraph. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 1 and 2 hereof or change the amount of such installments.

9. **BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein or under the Credit Documents shall not operate to release in any manner the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof, Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

10. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS.** As used herein, the terms "Borrower" and "Lender" shall include their respective heirs, devisees, endorseees, guarantors, sureties, endorsers, legal representatives, successors, assigns and subsequent holders of the Note. All of the terms, covenants, conditions, and agreements set forth herein shall be binding upon and terms to the benefit of such parties except that no right shall inure to any successor of Borrower unless consumed to by Lender as herein provided. Borrower hereby acknowledges that Lender may freely assign or transfer all or any part of Lender's rights hereunder. If one or more person or entity signs this Mortgage, each of them is jointly and severally obligated hereunder. Any



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the amendment or termination of any ground leases affecting the Property and, as a result thereof, Lender's security for the Note or any rights of Lender in the security are adversely affected; (6) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provisions of any state or federal bankruptcy law in effect at the time of filing and, as a result thereof, Lender's security for the Note or any rights of Lender in the security are adversely affected (no grace period); (7) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally as they become due and, as a result thereof, Lender's security for the Note and rights of Lender in the security are adversely affected (no grace period); (8) Borrower further encumbers the Property or Collateral, if any, or suffers a lien, claim of lien or encumbrance against the Property or the Collateral, if any and, as a result thereof Lender's security for the Note or any rights of Lender in the security are adversely affected (30 day grace period in which to remove the lien, claim of lien or encumbrance); (9) Borrower is in default or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Credit Documents or whose lien has or appears to have any priority over the lien created by the Mortgage or the security interest created by the Security Agreement or any of Borrower's other creditors attempts to (or actually does) seize or obtain a writ of attachment against the Property or the Collateral, if any and, as a result thereof, Lender's security for the Note or any rights of Lender in the security are adversely affected (no grace period); (10) Borrower fails to keep any other covenant contained in any of the Credit Documents not otherwise specified in Paragraph 15 (ten (10) day grace period, unless the failure is by its nature not curable, in which case no grace period or, if another grace period is specified in the Credit Documents, that grace period will prevail); or (11) any action or inaction by Borrower which adversely affects Lender's security for this Note or any right of Lender in such security (no grace period).

16. **TRANSFER OF PROPERTY.** Upon the occurrence of an Event of Default as specified in Paragraph 15.B(4) above, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable. Failure to pay such indebtedness within thirty (30) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Note after such an Event of Default shall constitute a separate Event of Default.

As an alternative to declaring all sums secured by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to close of the sale or transfer to the transferee's assumption of the outstanding obligation under the Note, on terms satisfactory to Lender, subject to Lender's right, described in Paragraph 6.D of the Note, to freeze or reduce the line of credit. Lender's acceptance of the transferee's assumption of the obligation under Note shall not release Borrower from any of obligations under the Note and the Credit Document, and Borrower shall assume the status of the guarantor of the Note until paid in full. Borrower understands that Lender will not permit the assumption of the outstanding balance under the Note in any event and will declare the entire outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see Paragraph 17 hereof), unless (i) Borrower has submitted to Lender a written acknowledgement from the transferee that the transferee has received (a) a copy of each of the Credit Documents and (b) notice of the amount of Borrower's outstanding principal balance on the line of credit; (ii) Borrower has submitted to Lender a written acknowledgement from transferee that transferee has received such material and understands that Lender's security interest reflected by this Mortgage and the Security Agreement, if any, will remain on the Property and the Beneficial Interest, if any, until the entire outstanding principal balance of Borrower's line of credit as of the date of such sale or transfer or promise, plus any subsequent borrowing made under Borrower's line of credit before Lender has actual knowledge of the sale or transfer, together with accrued interest and other charges, is paid in full; (iii) Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthiness of the transferee as if a new loan were being made to the transferee; and (iv) Lender does not in its sole opinion, believe that (a) its security will be adversely affected, or (b) a breach of any promise or agreement in this Mortgage or the Security Agreement, if any, will occur or (c) such transfer will permit the acceleration of any loan which has priority in right of payment over the indebtedness evidenced by the Note. Further advances on the line of credit will cease as of the date of the written assumption agreement signed by the transferee and Lender. The transferee and Borrower shall retain the right to repay the Note before the final payment date set forth in Paragraph 4 of the Note, in whole or in part, at any time without premium or penalty.

17. **ACCELERATION; REMEDIES (INCLUDING FREEZING THE LINE).** Upon the existence of an Event of Default Lender may, at its sole option, terminate the line, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law.



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23. **ACTUAL KNOWLEDGE.** For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at 800 Waukegan Road, Glenview, Illinois 60025 (or such other address by Lender to Borrower). Such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge if such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

24. **TAXES.** In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

25. **WAIVER OF STATUTORY RIGHTS.** Borrower shall not and will not apply for or avail itself of any homestead, appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefits of such laws. Borrower, for itself and all who claim through or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclosure such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of Borrower, all persons beneficially interested in the Property and each and every person acquiring any interest in or title to the Property or the Collateral subsequent to the date of this Mortgage, and on behalf of all other persons, to the extent permitted by Illinois law.

26. **EXPENSE OF LITIGATION.** In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Note or the Credit Documents there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorney's fees, appraiser's fees outlays for documentary and expert evidence, stenographer's charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the rate from time to time in effect under the Note with respect to revolving credit advances.

27. **FUTURE ADVANCES.** Upon request to Borrower, Lender, at Lender's option prior to release of this Mortgage may increase the line of credit secured hereby and make advances to the full amount thereof (herein "Future Advances"). Such Future Advances with interest thereon shall be secured by this Mortgage. At no time shall the principal amount of the indebtedness secured hereby, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original principal amount of the Note plus U.S. \$100,000.00.

28. **TRUSTEE EXCULPATION.** If this Mortgage is executed by a Trust, \_\_\_\_\_, Trustee, executes this Mortgage as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right to security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or pay indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, by this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

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Property of Cook County Clerk's Office

My Commission expires: \_\_\_\_\_

Notary Public

*[Signature]*

Given under my hand and official seal, this 5th day of January, 19 96

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. Ronald Murray and Marilyn M. Murray, husband and wife personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR (res) and voluntary act, for the uses and purposes therein set forth, making the release and waiver of the right of foreclosure.

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS. *[Signature]*

01/05/96

01/05/96

*[Signature]*  
Marilyn M. Murray  
01/05/96

*[Signature]*  
J. Ronald Murray  
01/05/96

IF BORROWER IS (ARE) INDIVIDUAL(S):

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

29. PRIORITY OF ADVANCES. All advances under the line of credit established by the Note shall have the same priority as if made at the time of execution of this Mortgage.

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unit #18, in estate lane condominium homes, as delineated on survey of lot 1 or parts thereof in c. d. Johnson company's estate lane, a subdivision in w 1/2 of the sw 1/4 of section 28, township 42 north, range 12 east of the third principal meridian, in cook county, illinois (hereinafter referred to as "parcel"), which survey is attached as exhibit 'e' to declaration of condominium made by glenview state bank as trustee, u/t/a dated 3/30/1972, and known as trust #829 recorded in the office of the recorder of deeds in cook county, illinois as document #22299746; together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey)

pin # 04-28-300-032-1017

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