97979207

RECORDATION REQUESTED BY:

THE NORTHERN TRUST COMPANY 50 S. LaSalle Street Chicago, IL 60675

WHEN RECORDED MAIL TO:

THE NORTHERN TRUST COMPANY 50 S. LaSalle Street Chicago, IL 60675

DEPT-01 RECORDING

\$45.00

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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

7ne Northern Trust Company 50 S. L.)Salle Street Chicago, IL 60675

The Northern Trust Company MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 22, 1997, between J. Clifford Mulcahy and Linda K. Mulcahy, his wife, as joint tenants, whose address is 710 Lauret Avenue, Wilmette, IL 60091 (referred to below as "Grantor"); and THE NORTHERN TRUST COMPANY, while address is 50 S. LaSaile Street, Chicago, IL 60675 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, cii, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

THE EAST 10 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 23 IN LAKE SHORE ADDITION TO WILMETTE, A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES NORTH SECTION OF QUILMETTE RESERVATION, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 710 Laurei Avenue, Wilmette, IL 60091. The Real Property tax Identification number is 05-34-220-012.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation J. Clifford Mulcahy.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated

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MORTGAGE (Continued)

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December 22, 1997, between Lender and Borrower with a credit limit of \$100,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is December 15, 2007. The interest rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.250% per annum. The Credit Agreement has tiered rates and the rate that applies to Borrower depends on Borrower's credit limit. The interest rate to be applied to the credit limit shall be at a rate 1.250 percentage points above the index for a credit limit of \$49,999.99 and under, at a rate 0.750 percentage points above the index for a credit limit of \$50,000.00 to \$99,999.99, and at a rate equal to the index for a credit limit of \$100,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 20,000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The vorid "Grantor" means any and all persons and entitles executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Monage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, wie Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Credit Agreement, but also any future amounts which Lender may advance to Borrower under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Morgagy. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, sapaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any fine time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$200,000.00.

Lender. The word "Lender" means THE NORTHERN TRUST COMPANY, its successors and assigns. The Lender is the mortgages under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.



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roperty. The word "Property" means collectively the Real Property and the Personal Property. Property. The words "Real Property" mean the property, Interests and rights described above in the region of Mortosos" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory agreements. augmentes augm Helsted Documents. The words "Related Documents" mean and include willhout limitation all promisents, agreements, guaranties, security agreements, holes, credit agreements, loan agreements, environmental agreements, whether now or hereatter mortdages, deeds of trust, and all other instruments. notes, credit agreements, toen agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Ranta. The word "Renig" means all present and future rents, revenues, income, issues, royalites, profile, and other banelite derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE HENTS AND THE SECURITY INDESTEDNESS AND (2) THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND THE INDEBTEDNESS AND THE RELATED AND PERSONAL PROPERTY IS GIVEN TO SECURE (1) PAYMENT OF THIS MORTGAGE AND THE RELATED UNDER THIS MORTGAGE AND THE RELATED UNDER THIS MORTGAGE AND THE RELATED AND SHALL BE VALID AND HAVE PRIORITY OVER ALL PERFORMANCE THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL DOCUMENTS. PERFORMANCE OF ALL OBJUSTIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED UNDER THIS MORTGAGE AND THE RELATED AND HAVE PRIORITY OVER ALL BE VALID AND HAVE PRIORITY OVER ALL BE VALID AND HAVE PRIORITY OVER TAXES DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND STAUTORY LIENS. EXCEPTING SOLELY TAXES SUBSEQUENT LIENS AND ENCLUSERANCES. INCLUDING STAUTORY LIENS. DOCUMENTS. THIS MORTGAGE INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES INCLUDING STAUTORY LIENS, EXCEPTING AMOUNT AMOUNT AND ASSESSMENTS LEVIED ON THE REAL PROPERTY. TO THE EXTENT OF THE MAXIMUM AMOUNT AND ASSESSMENTS LEVIED ON THE REAL PROPERTY. SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY, THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

SECURED HEREBY. THIS MORTGAGE & GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

"anii-celiclency" law or any other law which may be otherwise entitled to a claim for deliciency of a power of anii-celiclency law which may be otherwise entitled to a claim for deliciency of a power of anii-celiclency law which may be otherwise entitled to a claim for deliciency to the extent Londer action, either judicially or by exercise of a power of anii-celiclency law which prevent Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of anii-celiclency law which prevent Lender's commencement or completion of any foreclosure action, either judicially or by exercise of anii-celiclency commencement or completion of any foreclosure action, either judicially or by exercise of anii-celiclency law which may be only anii-celiclency or by exercise of a power of anii-celiclency law which may be only anii-celiclency or by exercise of a power of anii-celiclency or by exercise or anii-celiclency or anii-celicl AND ASSESSMENTS LEVIED ON THE HEAL PHOPERTY, TO THE EXTENT OF THE MAXIMU SECURED HEREBY, THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage Borrower shall pay to Lend Borrower and Grantor shall strictly perform a payment and provided by this Mortgage as it becomes due and Borrower and Grantor's dosese all indebtedness secured by this Mortgage.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage as it becomes due and Borrower and Grantor's dosese that THEIR RESPECTIVE OUTUBATIONS UNDER THIS MORTGAGE.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and control of and operate and use of the Property shall be governed by the following provisions:

POSSESSION Property shall be governed by the following remain in operation and control of and use of the Property shall be governed by the prope

The property and use and collect the Renta from the Property.

Possession and use. Until in default, Grantor may remain in possession and control of and operate manage the property and collect the Renta from the property.

Possession and use. Until in maintain the property in tenesticine and normality nature. Manage the Moberty and collect the Menta itom the Property in tenantalists confidence " "Michance " "M

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promotly perform all full formations.

"release to the state of the property in tenantable condition and promotly perform all full formations." "disposal." "release to the state of 1980, as an ended by the property of the state of 1980, as an ended by the property of the state of 1980, as an ended by the property of the state of 1980, as an ended by the property of the property and th

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are based on Granter's due diligence in investigating the Property for hazardous waste and hazardous substances. Granter herapy (a) releases and waives any future claims against Lender for indemnity or contribution in the event Granter becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims, losses, liabilities, damages placetion of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Granter's ownership or interest in the Property, whether or not reconveyance of the ilen of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the (including oil and gas), soil, gravet or rock products without the prior written consent of Lender.

Removal of improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements from the Heal Property require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements with

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compilance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and requirements, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to Lender may require Grantor to post adequate security or a surely bond, reasonably satisfactory to Lender, to

Duty to Protect. Grantor agrees neither to a bandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and oreserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sele or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, becential or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or he any other method of conveyance of Real Property Interest. If any Grantor is a corporation, partnership or limited simbility company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voling stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this untire shall not be exercised

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good failh disputs over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien is filed, within filteen (15) days after Grantor has notice of the filing, secure the lien arises or, if a satisfactory to Lender, deposit with Lender cash or a sufficient corporate surety bond or other security charges that could accrue as a result of a foreciosure or sale under the lien. In any contest, Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand turnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced,

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any services are furnished, or any materials are supplied to the Property, if any mechanic's filen, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disciamer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the loan.

Application of Process. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used that to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds latter payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired incurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a diplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing indebtedness in good standing as required below, or in any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender doems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable and demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Cradit. Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Murtgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. The obligation has the following payment terms: monthly installments of principal and interest. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Morigage.

Application of Not Proceeds. If all or any part of the Property is condemned by eminent domain proceedings of by any proceeding or purchase in lieu of condemnation. Lender may at its election require that all or any purion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys less incurred by Lender in connection with the condemnation.

Proceedings. If any processing in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mongage and take whalever (ther action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall raimpurse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mongage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mongage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage: (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and inferest made by Borrower.

Subsequent Taxes. If any (ax to which this section applies is enriched subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (2.4 defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety book or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes lixtures or other personal property, and Lender shall have all of the rights of a security party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be flied, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust,

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security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor tails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, tilling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, terminates the credit line account, and cherwise performs all the obligations imposed upon Grantor under this Mortgage. Lender shall execute and deliver to Grantor a sultable satisfaction of this Mortgage and sultable statements of termination of any financing statement on file avidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and increater Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any smiler person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had bech originally received by Lender, and Grantor shall be bound by any DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default")

DEFAULT. Each of the following, at the opior of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits (rated or makes a material misrepresentation at any time in connection with the credit line account. This can include, (c) example, a false statement about Grantor's income, assets, if it is credit line account. (c) Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account of Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited curposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence or the Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any preparation penalty which Borrower would be

UCC Remedies. With respect to all or any part of the Personal Property, Lunder shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrowe, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the first proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-lact to enderse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a

Judicial Foreciosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. It permitted by applicable law, Lender may obtain a judgment for any deliciency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

12-22-1997 Loan No 0005741610

MORTGAGE (Continued)

Page 8

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property fogether or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a walver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exprise its remedies under this Mortgage.

Attorneys' Feer: Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lander's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Credit Agreement. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's aftorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment including efforts to modify or vacate any automatic stay or injunction), appeals and (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grentor, shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be decimed effective when deposited in the United Grates mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinols. This Mortgage shall be governed by and construed in accordance with the laws of the State of

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall sand enforceability. remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of ordertance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

12-22-1997 Loan No 0005741610 MORTGAGE (Continued)

Page 9

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

RENEWED, AMENDED AND RESTATED. This Mortgage renews, amends and restates in its entirety the Mortgage dated August 29, 1996 and recorded on September 26, 1996 as Document No. 96735549 in Cook County, Illinois. All amounts outstanding under the Mortgage renewed hereby shall be deemed outstanding under and secured by this mortgage.

EXHIBIT (RIDER) TO SCI AGREEMENT & DISCLOSURE & TO MORTGAGE. An exhibit, titled "EXHIBIT (RIDER) TO ECL AGREEMENT I DISCLOSURE & TO MORTGAGE," is attached to this Mortgage and by this reference is made a part of this Mortgage just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Mortgage.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

A Clert's Office

GRANTOR

. Clifford Mulcarry

Linda K. Mulcahy

97979207

12-22-1997 Loan No 0005741610

MORTGAGE (Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF)	
) 88	
COUNTY OF)	
On this day before me, the undersigned Notary F Mulcahy, to me known to be the Individuals described they signed the Mortgage as their free and voluntary	ed in and who executed th	e Mortgage, and acknowledged the
Given under my hand and official seal this	day of	, 19
Ву	Residing at	
Notary Public in and for the State of		
My commission expires		
OF C	-	
*	Colinia Cla	750

EXHIBIT (RIDER) TO ECL AGREEMENT & DISCLOSURE & TO MORTGAGE

Borrower:

J. Clifford Mulcahy

710 Laurei Avenue Wilmette, IL 60091 Lender:

THE NORTHERN TRUST COMPANY

50 B. LaSaile Sirest Chicago, IL 60676

This EXHIBIT (RIDER) TO ECL AGREEMENT & DISCLOSURE & TO MORTGAGE is allected to and by this reference is made a part of reach Promissory Note or Credit Agreement and Deed of Trust or Mortgage, dated December 22, 1997, and executed in economic lion with a loan or other financial accommodations between THE NORTHERN TRUST COMPANY and J. Ciliford Mulcahy.

NOTICE TO BORROWSE. PLEASE READ THIS EXHIBIT (RIDER) CAREFULLY. IT CONTAINS TERMS WHICH CHANGE OR CLARIFY THE STANDARD FORM OF EQUITY CREDIT LINE AGREEMENT & DISCLOSURE AND OF MORTGAGE (FOR EQUITY CREDIT LINE). PLEASE CONTACT YOUR NORTHERN TRUST BANKER WITH ANY QUESTIONS ABOUT THIS OR ANY OTHER DOCUMENT.

This Exhibit (Rider) is attached to and forms a part of the Equity Credit Line Agreement & Disclosure (the "Agreement") and of the Mortgage (For Equity Credit Line) ("Mirtgage") between The Northern Trust Company and the Borrower who signs below. Capitalized forms defined in the Agreement have the same meanings herein as in the main portion of the Agreement or Mortgage. Wherever possible this Exhibit and the remaind of the Agreement and the Mortgage shall be interpreted to be consistent with each other; however, if they are not consistent, this Exhibit controls and prevails. Except as modified by this Exhibit the main portion of the Agreement and the Mortgage appares in terronous to paragraphs, sections, etc. are to the main Agreement and the main Mortgage.

CHANGES/CLARIFICATIONS TO MAIN AGREEMENT

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. Notwithstanding what may be stated in the Agreement, the Index loday is 8.50% per annum. The marrin that is subtracted from the index for lines of credit of \$100,000.00 and above is 0.25%. The margin that is added to the Index for lines of credit of \$50,000.00 to 99,899.99 is 0.50%; for lines of credit of \$49,999.99 and under, the margin added to the Index is 1.00%.

CHANGES/CLARIFICATIONS TO MAIN MORTGAGE

- t. Definitions— Credit Agreement- Index- Notwithstanding what may be stated in the Mortgage, the index currently is 8.50% per annum. The interest rate shall be 0.25 percentage points below the index for a credit limit of \$100,000.00 and above. The interest rate shall be 0.50 percentage points above the index for a credit limit of \$50,000.00 to \$99,999.99. The interest rate shall be 1.00 percentage points above the index for a credit limit of \$49,999.99 and under the interest rate (regardless of the amount of the line of credit) shall be subject to the maximum rate.
- 2. Definitions— Credit Agreement— Index Changes— As we often prepare and send out regiments ahead of closing, please be aware that the rate indicated for the "index" was the rate available to us on the day we prepared your documents. It may have increased or decreased since then—please do not healtate to call us if you have any questions about the current "index" rate or anything else pertaining to your documents.
- 3. Definitions— Credit Agreement- initial Discounted Rate- Regardless of the Granior's credit limit, for the period through the last day of the sixth full monthly billing cycle after the "Effective Disbursement Date" (as defined in the Cradit Agreement) the Interest rate will be at a rate 1.000 percentage points below (less than) the index, subject to the maximum rate stated in the remainder of the Mortgage.

THIS EXHIBIT (RIDER) TO ECL AGREEMENT & DISCLOSURE & TO MORTGAGE IS EXECUTED ON DECEMBER 22, 1997.

LENDER:

THE NORTHERN TRUST COMPANY

By: Authorized Officer

797920

Proberty of Cook County Clark's Office



CHICAGO TITLE INSURANCE COMPANY

EQUITY SEARCH PRODUCT

NU

CUSTOMER NAME AND ADDRESS:

NORTHERN TR CO/CHRIS BROWN. COM LENDING

50 S. LASALLE STREET

B - 1

CHICAGO, ILLINOIS 60675

TERRY WILLIAMS N-1

CUSTOMER REFERENCE:

MULCAHY/710 LAUREL

BORROWER NAME AND ADDRESS:

MULCAHY

710 LAUREL

WILMETTE, ILLINOIS 6009

OTIC ORDER NO.: 1408 H97039762 HE

PLEASE DIRECT INQUIRIES TO:

SOS E. NORTH AVE.

CAROL STREAM, IL 60188

N LEVIN (800) 284-7545

EFFECTIVE DATE: NOVEMBER 19, 1997

UPDATE LAND ONLY:

PERMANENT INDEX NUMBER:

05-34-220-012

RECORD OWNER! À.

> J. CLIFFORD MULCARY AND LINDS K. MULCARY. STMANST THIOL BA , 14 IN BIH.

DOCUMENT NO .:

95258405

REVENUE STAMPS:

RECORDING DATE: 04/19/1995

CENSUS TRACT:

CURRENT YEAR REAL ESTATE TAX INFORMATION.

PERMANENT INDEX NUMBER: 05-34-220-012

1996 TAXES:

13T INSTALLMENT: \$ 4,456.64 PAID

FINAL INSTALLMENT: \$ 4,059.48 UNPAIL

C. MORTGAGES, JUDGMENTS AND OTHER LIENS OF RECORD:

MORTGAGE DATED 04/14/1998 AND RECORDED 04/18/1998 AS DOCUMENT NO. 95253406 NADE BY J. CLIFFORD MULCARY AND LINDA K. MULCARY TO MORTHERN TRUST CO IN THE AMOUNT OF 8424,000,00.

MODIFIED BY INSTRUMENT RECORDED 04/24/1996 AS DOCUMENT NO. 96308630.

MORTGAGE DATED UE/29/1996 AND RECORDED 09/26/1996 AS DOCUMENT NO. 96735549 MADE BY J. CLIFFORD MULCARY AND LINDA K. MULCARY TO NORTHERN TRUST CO TO SECURE AN BEING

INDESTRONESS IN THE AMOUNT OF \$50,000.00.

WE FIND NO JUDGMENT LIENS OF RECORD REGARDING RECORD OWNER(S):

J. CLIFFORD MULCANY

LINDA K. MULCARY

CHICAGO TITLE INSURANCE COMPANY BY:

This is not a title insurance policy, guarantee, or opinion of title and should not be refield upon as such. This search is a bject to the Conditions and Supulations which are hereby incorporated by reference and made a part hereof We welcome any comments you have about our new Equity Search Product. We look forward to serving you in the future.

EGENCI

NJL

Property of Cook County Clerk's Office





CHICAGO TITLE INSURANCE COMPANY

EQUITY SEARCH PRODUCT

CTIC ORDER NO.: 1408 H97039762 HE

D. LEGAL DESCRIPTION:

THE BAST 10 FEET OF LOT 13 AND ALL OF LOT 14 IN BLOCK 23 IN LAKE SHORE ADDITION TO WILMETTE, A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES NORTH SECTION OF QUILMETTE Dropperty of Coot County Clerk's Office RESERVATION, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 05-34-220-012

BORROWER'S NAME: MULCARY

97979207

Property of Coof County Clark's Office