

MORTGAGE AVONDALE PRIME LOAN (Illinois)

This Mortgage ("Mortgage") with power of sale is given this 15th

day of February

by the Mortgagor,

RICHARD M. MACLIN and SOROTHY G. MACLIN, AS IQINT TENANTS

*Husband & Wite. (herein "Borrower"), to the Mortgagee Avondale Federal Savings Bank, its successors and/or assigns, a federally chartered savings bank, whose add ess is 900 S. Frontage Road, Suite 120, Woodridge, Illinois 60517 (herein, "Lender").

WHEREAS, Borrower and Lender have entered into an Avondale Prime Loan Agreement and Disclosure Statement (the "Agreement") dated the same date as this Mortgage, pursuant to which Borrower may from time to time borrow from Lender sums which shall pot in the aggregate outstanding principal balance not to exceed

\$100,000.00

(the "Maximum Credit Line") plus interest (finance charges)

on the sums borrowed pursuant to the Agreement, payable at an rates and at the times provided for in the Agreement. As provided in the Agreement or after

15-Feb-2009

(the "Expiration Date")

all sums outstanding under the Agreement may be declared due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by

15-Feb-2009

(the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, (including, without limitation, such future advances as are described in paragraph 10 he eaf) with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewich to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender with the power of sale the

following described property located in the County of

COOK

State of Illinois:

Legal Description: See Exhibit "A" Attached As Page 7

Which has the address of

505 N LAKE SHORE DR # 2609

(herein "Property Address")

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered with the exception of those items, if any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to overage in any title insurance policy insuring Lender's interest in the Property or of record on the date hereof.

COVENANTS For ower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due without setoff, recoupment or deduction, the principal of and interest on the indebtedness incurred pursuant to the Agreement (including future advances), together with any fees and charges as provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to fees an 1 charges and interest payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charges; Liens. Borrower shall promptly pay c. cause to be paid 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, including all payments due under any mortgage disclosed by any title insurance policy insuring Lender's interest in the Property or of record on the date hereof. Borrower shall, promptly furnish to Lender all notices of amounts due under this paragraph and receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by any title insurance policy insuring Lender's interest in the Property or of record on the date hereof; 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 manuer 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 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 as Lender may require and in such amounts and for such periods as Lender may require: provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval of Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner when due.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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Unless Lender and Borrower 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 if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance 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 any payments due under the Agreement, or change the amount of such payment. If under paragraph17 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 the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation me Maintenance of Property; Leaseholds, Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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 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. 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.
- 6. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceedings is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, will interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Bor ower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable form time to time on outstanding principal under the Agreement. Nothing contained in this paragraph6 shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender or its agents may make or cause to be made reasonable entries upon and inspections of the Property, provided that 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 an shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, 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 30days after the date of such notice 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.

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Unless Lender and Borrower otherwise agreen in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or this Mortgage or change the amount of such payment.

- 9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage or any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. Forbearance by Lender not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Londer shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies C. m. lative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. Successors and Assie: Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mo tgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by regular, first class mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 14. Governing Law; Severability. This Mortgage shall be gove and by applicable federal law and the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit lo. n. and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether ston advances are obligatory or made at the option of the Lender, or otherwise, to the Expiration Date or as may be extended by Lender provided that in no event shall the Expiration Date be extended beyond 20 years from the date hereof, (and nothing herein obligates Lender to grant any such extension) and any amounts (including by extension) shall apply to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit Line, plus interest thereon and any disbursements made for payment of taxes, special

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assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

- Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application, signature, information or statement furnished by Borrower to the Lender or to others in connection with the transactions contemplated by the Agreement is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or my part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (b'B) rrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. Lender shall give no acc to Borrower prior to acceleration following Borrower's breach specifying (a) the default (b) the action required o cure the default (c) a date (not less than thirty days from the date notice is given to the Borrower) by which the default must be cured and (d) that failure to cure the default on or before the date specified in the notice may regult in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding or by advertisement and sale of the Property. If the default is not cured by the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mcrtgage by judicial proceeding or by advertisement. If it becomes necessary to enforce or foreclose this Morigage including by judicial proceeding or by advertisement, Lender shall be entitled to collect all expenses of collection, enforcement and foreclosure, including but not limited to reasonable attorneys' fees, court costs and costs of documentary evidence abstracts and title reports. Lender is authorized and empowered to grant, bargain and sell, re'ease and convey the Property at public venue and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance in law, pursuant to statute.
- 18. Assignment of Rents; Appointment of Receiver; Lender iv. Fossession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the rig'a to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage. To the full extent allowed by the provisions of applicable law, Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein.
- 20. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

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IN WITHIRSS WHEREOF, Borrower has executed to	his Mortgage
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₹RICHARD M. MACLIN	Dorothy G. Machin
STATE OF ILLINOIS)
COUNTY OF COOK) SS)
COUNTY OF COOK I, He and his good	•
a Notary Public in and or said County, personally co	ertify that the above named persons, personally known to me
	cribed to the foregoing instrument, appeared before me thi
and voluntary act, for the uses and purposes therein:	igned and delivered the said instrument as his/her/their free set forth.
Given under my hand and notarial seal, nis 15 f	day of Hoo harry,,
Lindle & Sound	My Commission Expires:
Notary Public	

	"DFFICIAL SEAL"
	Notary Public State of William
	Expiles 8/4/00
This trument Prepared by and should be returned	10:
Avondale Federal Savings Bank	
900 S. Frontage Road	0,0
Suite 120 Woodridge, IL 60517	Office of the second of the se
	Y/s.
Loan Number: 1500050028511	" C-

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EXHIBIT "A"

PROPERTY TAX NUMBER(S): 17-10-214-016-1485 VOL501 /

99174688

PROPERTY ADDRESS:

505 N LAKE SHORE DR # 2609

CHICAGO

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LOAN NUMBER:

1500050028511

LEGAL DESCRIPTION:

PARCEL 1: UNIT 2609 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LAKE POINT TOWER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 8809162, IN THE WEST 1/2 OF THE NORTHEAST 1/+ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL METAL IAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENT FORTHE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 28309160 AND AMENDED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 88446237, IN COOK COUNTY, ILLINOIS. COOK COUNTY CLOTH'S OFFICE

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this	15th	day of	February	, 1999
and is incorporated into and shall be deemed to	amend and	supplement th	ne Mortgage,	Deed of Trust or Security
Deed (the "Security Instrument") of the same of	late, given b	y the undersig	gned (the "Bo	rrower") to secure
Borrower's Note to AVONDALE FEDERAL	SAVINGS I	BANK (the "L	ender") of the	same date and covering
the Property described in the Security Instrume	ent and locat	ted at:		
505 N LAKE SHOP	RE DR # 26	609		
CHICAGO			60611-	

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium or ject known as:

LAKE POINT ICWER CONDOMINIUM

(the "Condominium Project"). If the Owners Accociation or other entitiy which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes 3 orrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender turner covenant and agree as follows:

- A. Condominium Obligations. Borrower shall perform all of the Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration or any other document which creates the Condominium Project; (ii) o'-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when the constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to the Lender and which provides insurance coverage in the amounts for the periods, and against the hazards Lender requires, including fire and hazards included in the term "extended coverage" then:
 - (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Propert 7; and
 - (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard instrance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to the Forrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to any sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to incure that the Owners Association maintains a public liability policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender, and with Lender's prior consent, either partition or subdivide the Property or consent to:
 - (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
 - (ii) any amendment ot any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of self-management of the Owners Association: or
 - (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
 - F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay the a. Any amounts disbursed by Lender under this paragraph F shall become additional debt of the Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts s'all bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from the Lender to Borrower requesting payment.

BY SIGNING EEJ JW, Borrower accepts and agrees to the terms and covenants contained in pages 1 Cook County Clerk's Office and 2 of this Condominium Fider.

RICHARD MACLIN

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