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3793666

MORTGAGE

THIS INDENTURE, made April 22, 1989

between Douglas M. Atkins and Carol A. Atkins, his wife

212 Selwyn Lane Buffalo Grove, Illinois

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors", and [illegible] 900 E. Kensington Road, Arlington Heights, Illinois, herein referred to as "Mortgagee", witnesseth:

Above Space For Recorder's Use Only

THAT WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon a Promissory note of even date herewith ("Note"), in the maximum principal sum of THIRTY THOUSAND AND NO/100------------------------ DOLLARS ($ 30,000.00) payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagors promise to pay the said principal sum and interest as follows: principal and interest (applied first to accrued interest, then to principal) is due monthly in the full amount of principal and interest outstanding or, in the greater amount of (i) two percent (2%) of the aggregate amount of principal and interest outstanding hereunder as of the statement date; or (ii) all accrued interest hereunder as of the statement date; or (iii) One Hundred Dollars ($100.00) with the entire balance of interest and principal due five (5) years from date hereof, with interest accruing on the principal balance outstanding from time to time at the percentage rate per annum defined hereinafter as the "Loan Rate". The Loan Rate shall be One percent (1.0 %) in excess of the Prime Rate with the term Prime Rate being the rate, or an average of the rates, of interest designated as such from time to time in the "Money Rates" section of The Wall Street Journal. The Prime Rate for purposes hereunder shall be adjusted on a monthly basis and the Prime Rate designated as such in The Wall Street Journal on the First day of each calendar month that such a rate is published, (or, if not published on such date, then the rate most recently published prior thereto) shall be the Prime Rate for the entire month.

All of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee.

THAT WHEREAS, the aforementioned Note and this Mortgage have been issued pursuant to a Credit Agreement ("Credit Agreement") dated 4-22-89 by Mortgagors to Mortgagee and principal indebtedness under the aforementioned Note represents loans or advances from time to time made under the Credit Agreement by Mortgagee to or for the account of Mortgagors.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, the Credit Agreement and the Note (and any extensions or renewals thereof), and the performance of the covenants and agreements contained herein and in the Credit Agreement, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents MORTGAGE AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying, and being in Buffalo Grove COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 375 in Cambridge Countryside Unit Six, being a Subdivision in the North Half of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 7, 1967, as Document Number 23 39 711.

P.I.N. 03-09-118-001 Address: 212 Selwyn Lane Buffalo Grove

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

THIS MORTGAGE is subject to the following described first mortgage or trust deed (hereinafter "First Mortgage"; the holder thereof being hereinafter referred to as the "First Mortgagee"):

First Western Mortgage Corp. of Il.

THIS MORTGAGE secures not only existing indebtedness but also future advances under the aforementioned Note and Credit Agreement made within twenty (20) years from the date hereof to the same extent as if said advances were made on the date hereof although there may be no advance on the date hereof and although there may be no indebtedness outstanding at the time any advance is made.

THE MORTGAGORS HEREBY JOINTLY AND SEVERALLY COVENANT AND AGREE AS FOLLOWS:

1. Mortgagors shall pay when due all indebtedness, including principal and interest, under the Note and Credit Agreement and any other indebtedness secured hereunder and shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagors part to be performed or observed as provided herein, in the Note and in the Credit Agreement and this Mortgage shall secure such payment, performance and observance.

2. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien (except for this Mortgage and the First Mortgage), (c) pay when due any indebtedness which may be secured by a lien or charge on the premises (no such lien or charge being permitted except for this Mortgage and the First Mortgage); (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinance; (g) comply in all respects with the terms and conditions of the Credit Agreement; and (h) comply in all respects with the terms and provisions of the First Mortgage.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby and any indebtedness superior hereto under the First Mortgage, all in companies satisfactory to the Mortgagee and the First Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee and First Mortgagee as their interests shall appear, to be evidenced by the standard mortgage clause to be attached to each policy (providing that the same shall not be cancelable except upon ten (10) days prior written notice to Mortgagee), and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

5. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, including, without limitation, the First Mortgage and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Loan Rate. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

6. The Mortgagee making any payment hereby authorized, relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness secured hereunder, both principal and interest, when due according to the terms hereof and of the Note and the Credit Agreement. At the option of the Mortgagee and without notice, demand or presentment to Mortgagors, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable immediately (a) if there shall occur a default in payment of any installment of principal or interest under the Note within fifteen (15) days of the due date therein provided; or (b) if a breach of any representation or warranty of Mortgagors herein contained shall occur; or (c) if a default shall occur and continue for three days in the performance of any other covenant or agreement of the Mortgagors herein contained; or (d) if there shall occur an "Event of Default" as defined in the Note; or (e) if there shall occur a "Default" as defined in the Credit Agreement.

8. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Loan Rate when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. Subject to any prior rights of the First Mortgagee, the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and Credit Agreement; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

10. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

12. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. If the payment of the indebtedness secured hereby or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

14. Under the Credit Agreement, Mortgagee has agreed to cause this Mortgage to be released at mortgagors' expense (including recording fees and otherwise) whenever this Mortgage no longer secures any indebtedness under the Note or Credit Agreement.

15. Mortgagors agree that they shall not cause, suffer or allow the conveyance, sale, lease, exchange, mortgage (other than this Mortgage or the First Mortgage), encumbrance (including, without limitation, mechanic's liens), attachment or order transfer or disposition of the premises or any part thereof, whether voluntary or involuntary by operation of law, without the prior written consent of Mortgagee and any such unpermitted transfer or other disposition shall constitute a default hereunder and, as provided herein, Mortgagee may thereupon without notice, demand or presentment to Mortgagors declare all indebtedness secured hereunder to be immediately due and payable and may foreclose the lien hereof.

16. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, the Credit Agreement or this Mortgage. The word "Mortgage" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

Witness the hand...and seal...of Mortgagors the day and year first above written

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Douglas M. Atkins (Seal) Carol A. Atkins (Seal)
DOUGLAS M. ATKINS — CAROL A. ATKINS

_________________ (Seal) _________________ (Seal)

State of Illinois) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Douglas M. Atkins and Carol A. Atkins, his wife

personally known to me to be the same person s whose name s are 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 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

"OFFICIAL SEAL"
Arlene Buckingham
Notary Public, State of Illinois
My Commission Expires 10/5/91

Arlene Buckingham
Notary Public

3793656

Given under my hand and official seal this 22nd day of April, 19 89

Commission expires: 10/5/91

This instrument was prepared by: Arlene Buckingham
(NAME)
Instalment Loan Department
(ADDRESS)

Mail this instrument to: NBD ARLINGTON HEIGHTS BANK
(NAME)

Arlington Heights Illinois 60004
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. ____

1989 APR 26 PM 1:45

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REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201

FORM RLB 3