

NOT RECORDED

This Equity Line of Credit Mortgage is made this 17th day of May, 1990 between the Mortgagor, Brian G. Kibble-Smith and Cherie R. Kibble-Smith, husband and wife

(herein "Borrower"), and the Mortgagee, LaSalle Bank Westmont, a state banking association whose address is 139 N. Cass Avenue, Westmont, Illinois 60559 (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated May 17,

1990 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance

exceed \$25,250.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below, ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after June 10,

1997 together with interest thereon, may be declared due and payable on demand in any event, all loans borrowed under the Agreement plus interest thereon must be repaid by

June 10 30 10 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement and all extensions, renewals and refinancing thereof with interest thereon, the payment of all other sums with interest thereon, advanced in accordance herewith 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 the following described property located in the County of Cook State of Illinois.

P. I. N. # 16-18-324-017

Lot 31 in Block 4 in Kaufman and Stephen's Addition to Oak Park, a Subdivision of the West 1/2 of that part of the West 1/2 of the South West 1/4 of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, lying East of the West 661 feet thereof, in Cook County, Illinois.

which has the address of 1184 S. Wisconsin Avenue, Oak Park, Ill. 60304 (herein "Property Address").

Together with all the improvements now or hereafter made 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, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any the insurance policy insuring Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the Loans made pursuant to the Agreement, 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 paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

3. **Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach to the Property, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender 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 the title insurance policy insuring Lender's interest in the Property; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by or defense 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, hazard included with 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 by Lender; provided that such approval shall not unreasonably be withheld. All premiums on insurance policies shall be paid in a timely manner.

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, 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of 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 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is 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 paragraph 17 hereof the Property is acquired by Lender, all right, 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 and 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 bylaws and regulations of the condominium or planned unit development, and constituent documents if a condominium or planned unit development near is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such near shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if they were a part hereof.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding 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, encroachment, code enforcement, or arrangements or proceedings involving a bankruptcy 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 attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with 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 Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender 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.

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- 8. Condemnation.** The Lender shall have the right to sue for and recover the full amount of the principal and interest due on the Property in the event of a total or partial taking of the Property by the proper governmental authority. The Lender shall be entitled to the proceeds of any such suit, less the amount of any such suit paid to Borrower.
- 9. Borrower Not Released.** Extension of the time for payment of any other term of the Agreement or this Mortgage provided by Lender to any successor in interest of Borrower shall not constitute a novation of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or claim to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of such novation 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 constitute a waiver of any right or remedy. The assumption of insurance or the payment of taxes or other liens or charges by Lender shall not constitute a waiver of the priority of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative.** All remedies provided in this Mortgage are cumulative and in addition to any other right or remedy under this Mortgage afforded by law or equity and may be exercised by either the individual or jointly.
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall bind and inure to the benefit of the participants in this Mortgage and for convenience only and are not to be used to interpret or define the provisions hereof. If a term used herein shall mean and include all finance charges under the Agreement.
- 13. Notice.** Except for any notice required under applicable law to be given to another party, for any notice to Borrower provided for in the Mortgage shall be given by mailing such notice by certified mail, return receipt requested, at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and if 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 by Borrower or Lender at the place of the mailing of such notice.
- 14. Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Illinois, in the event that any provision or clause of this Mortgage or the Agreement or either is held to be unenforceable, the remainder of this Mortgage or the Agreement shall not be affected and shall continue in full force and effect.
- 15. Borrower's Copy.** The Lender shall retain a copy of this Mortgage and the Agreement and the Mortgage shall be deemed to be recorded.
- 16. Revolving Credit Loan.** The total amount of advances made hereunder shall not exceed the amount of the principal amount of any presently existing indebtedness under the Agreement and the future advances, whether made under this Agreement or otherwise, shall not exceed the amount of the principal amount of any presently existing indebtedness under the Agreement, or otherwise, as are made within 90 days from the date hereof, 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 term of this Mortgage shall be deemed to be the term of any indebtedness secured hereby, including future advances, from the time of its being made subject to the borrower's obligation to repay the same. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount of indebtedness secured hereby including obligations which the Lender may make under this Mortgage, the Agreement or any other instrument, shall not exceed a maximum principal amount of 25,250.00 plus interest thereon. The Lender shall not be obligated to make any special assessments or insurance on the Property and subject to any other assessments or insurance on the Property which may be required by the Government and assessed hereon. This Mortgage shall be valid and have priority over all mortgages and other liens on the Property, including any liens for property taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
- 17. Termination and Acceleration.** Lender, at its option, may terminate the obligations under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and declare its rights under this Mortgage of the Borrower to be immediately due and payable under the Agreement and enforce the Mortgage on the Property or other property for the indebtedness secured by the Mortgage, or any part of the indebtedness, if the Property or other property for the indebtedness secured by the Mortgage, or for any such portion or part thereof, is sold, transferred, or conveyed by Borrower without Lender's prior written consent, exclusive of the granting of a new or renewed lease payable by the Borrower. If Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement, it is deemed hereby to be in default of this Mortgage, and Lender shall be entitled to collect in such proceeding as a percentage of the amount including but not limited to the amount of the indebtedness secured hereby, of documentary evidence, abstracts and title reports.
- 18. Assignment of Rents; Appointment of Receiver; Lender in Possession.** In addition to the security hereunder, Borrower hereby assigns to Lender the rents of the Property provided that Borrower shall retain the right to receive and use the same until the completion of the sale of the Property, and the right to collect and retain such rents as they become due until the sale.
- Upon declaration under paragraph 17 hereof of an event of default of the Property, and if any amount is due to the expiration of any period of benefit from following general sale, Lender, at its option, may appoint a receiver to take possession of and operate the Property and to collect the rents of the Property and the proceeds of the sale. All proceeds received by the receiver shall be applied first to payment of the costs of management of the Property, and the balance of the proceeds shall be applied to the payment of the principal and interest on the indebtedness secured hereby and to the satisfaction of this Mortgage. Lender and the receiver shall be deemed to be jointly and severally liable for these rents actually received.
- 19. Release.** Upon payment of all amounts due by the Borrower under this Mortgage and terms of the Agreement hereof, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recording hereof.
- 20. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage

Brian G. Kibble-Smith
 Brian G. Kibble-Smith
 Borrower

Cherie R. Kibble-Smith
 Cherie R. Kibble-Smith
 Borrower

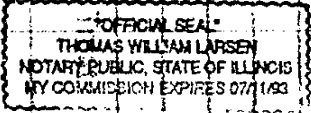
State of Illinois }
 County of DuPage } ss

the undersigned _____, Clerk of said county and duly, an hereby certify that
 Brian G. Kibble-Smith and Cherie R. Kibble-Smith, his wife _____, personally known to me

to be the same person who subscribed their names to the foregoing instrument appeared before me this day in person and acknowledged that
 they signed and acknowledged the same as their own free and voluntary act, for the uses and purposes therein set forth.

Witness my hand and official seal this _____ day of _____, 1999.

Notary Public in and for the State of Illinois
 My Commission Expires _____



LaSalle Bank Westmont
 159 North Cass Avenue
 Westmont, Illinois 65589

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