

DOCUMENT NO.

1323853

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT I

NBD

Customer # _____
Torrans TRANSFER Filing Date 10/9/90
Cif. # 1323853 L.F. Date _____
Grantor Citizens Bank Tr Co #663831
S.S.# _____
Grantor NBD Park Ridge Bank #663831
S.S.# _____
Grantee _____
S.S.# _____
Grantee _____
S.S.# _____

DATE OF SEARCH:

807726

90 OCT -9 PM 1:22

RESULT OF

None
None

PIN # 23-25-304-008 Tax # 186267-79
Fed Lien Ser. Cf. 807726
Title Officer _____
Title Company MIZ AMERICA TIME
Trust Dept. _____ Survey Dept. _____
Approval _____ Approval _____
Refused 3917668

10-7-90
Cef

Type of Document	Number

3917668

INTENDED C

Total No. Docs. _____
Logged _____ Microfilm _____
To Tax Dept. _____ Ret'd _____
Previewer _____ Date _____
Typist _____ Date _____
Revisor _____ Date _____
New Cif. # _____ Date _____
Delivery _____ Date _____
Customer Signature _____

FORM NO. 300 Federal Tax Lien

RESULT OF SEARCH:

IDENTIFIED
NO.
Judy
CLERK OF DEPT. OF TREASURY
CAROL MURPHY CRAUT
M.A.T.C. JAHNKE

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection. Lender or its agent may make reasonable cause for the inspection.

8. Insurance. Borrower shall keep the Property and the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the form "extended coverage", and any other hazards and in such amount and for such period as Lender may require. The insurance carrier providing the insurance shall be chosen by the Borrower subject to Lender's approval which approval shall not be unreasonably withheld. All insurance policies and the insurance policy shall be acceptable to Lender. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the Paragraph 2. Borrower shall make these payments directly and promptly furnish Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Mortgage unless the Borrower (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (ii) contests in good faith the lien, or defends against enforcement of the lien by legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (iii) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. Borrower shall pay all taxes, assessments, fees, fines and impositions attributable to the Property.

9. Payment of Principal and Interest. The Borrower shall promptly pay when due the principal of and interest on any future advances secured by the Mortgage amounting owing under the Note, including principal and interest on any future advances secured by the Mortgage.

10. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraph 1 hereof shall be applied to the Mortgage in the order of priority set forth in the Note. Borrower shall identify the amount of the payments to the lender in writing within ten (10) days of giving of notice. The Borrower shall identify the amount of the payments to the lender in writing within ten (10) days of giving of notice.

11. Substitution of Property. The Borrower is lawfully seized of the entire, undivided interest in the Property and has the right to mortgage, grant and convey the Property and the property is encumbered, except for encumbrances of record. The Borrower warrants that the Borrower will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. The Property is subject to the following (prior mortgages):

12. Uniform Covenants. Borrower and the Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Borrower shall promptly pay when due the principal of and interest on any future advances secured by the Mortgage amounting owing under the Note, including principal and interest on any future advances secured by the Mortgage.

2. Payment of Taxes, Insurance and Other Charges. Borrower shall pay all taxes, assessments, fees, fines and impositions attributable to the Property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraph 1 hereof shall be applied to the Mortgage in the order of priority set forth in the Note. Borrower shall identify the amount of the payments to the lender in writing within ten (10) days of giving of notice.

4. Insurance. Borrower shall keep the Property and the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the form "extended coverage", and any other hazards and in such amount and for such period as Lender may require. The insurance carrier providing the insurance shall be chosen by the Borrower subject to Lender's approval which approval shall not be unreasonably withheld. All insurance policies and the insurance policy shall be acceptable to Lender. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the Paragraph 2. Borrower shall make these payments directly and promptly furnish Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Mortgage unless the Borrower (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (ii) contests in good faith the lien, or defends against enforcement of the lien by legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (iii) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. Borrower shall pay all taxes, assessments, fees, fines and impositions attributable to the Property.

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

THE BORROWER COVENANTS THAT THE BORROWER IS LAWFULLY SEIZED OF THE ENTIRE, UNDIVIDED INTEREST IN THE PROPERTY AND HAS THE RIGHT TO MORTGAGE, GRANT AND CONVEY THE PROPERTY AND THE PROPERTY IS ENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD. THE BORROWER WARRANTS THAT THE BORROWER WILL DEFEND GENERALLY THE TITLE TO THE PROPERTY AGAINST ALL CLAIMS AND DEMANDS, SUBJECT TO ANY ENCUMBRANCES OF RECORD. THE PROPERTY IS SUBJECT TO THE FOLLOWING (PRIOR MORTGAGES):

Name of Mortgage: Northwest Fed Svgs & Loan
 Date of Mortgage: 11/29/74
 Document Number: 2786864

Permanent Index No. 03-25-304-008
 1815 Azalea Lane
 Mt Prospect
 Illinois, 60056

19 September 1974
 3017668
 60056

MAIL RECORDED MORTGAGE TO: PREPARED BY
 352513 NBD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO
 NBD PARK RIDGE BANK, FORMERLY KNOWN AS CITIZENS BANK & TRUST COMPANY
 Line Of Credit Mortgage
 (EXECUTED IN DUPLICATE)

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, and the balance of the proceeds shall be applied to the sums secured by the mortgage, whether or not then due. Lender is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such payments.

9. Waiver. Extension of the time for payment or modification of amortization of the sums secured by 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any other right or remedy. The procurement of insurance or payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. Successors and Assigns. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 5 hereof. Borrower's covenants and agreements shall be joint and several. Any person who acquires this Mortgage but does not execute the Note, (i) is co-signing this Mortgage under the terms of this Mortgage (ii) is not personally obligated to pay the sums secured by this Mortgage, and (iii) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

11. Loan Charges. If the interest or other loan charges collected or to be collected in connection with the loans made under the Agreement or the Note exceed permitted limits as finally interpreted by a court of competent jurisdiction, any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. Legislation Affecting Lender's Rights. If the enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement, the Note, or the sums secured by this Mortgage unenforceable according to its terms, Lender, at its option, upon ninety (90) days prior notice to Borrower, may require immediate payment in full of all sums secured by this Mortgage and may include any remedies permitted by Paragraph 17 hereof.

13. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by registered or certified mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address designated by written notice to Lender. Any notice to Lender shall be given by registered or certified mail to the Lender's address stated herein, or any other address designated by written notice to Lender. Borrower's notice provisions shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

14. Governing Law. This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage. To this end, the provisions of this Mortgage are declared to be severable.

15. Due on Sale. If all or any part of a Property or any interest in it is sold, conveyed, transferred or leased without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law as of the date of this Mortgage. If Borrower fails to immediately pay these sums, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

16. Prior Mortgage(s). Borrower agrees to fully comply with all provisions of any prior mortgage(s) and shall not be in default of any provision of any prior mortgage(s).

17. Acceleration and Remedies. The occurrence of any one or more of the following events of default, at the sole option of the Lender, and upon notice to Borrower as herein provided will result in all sums secured by this Mortgage becoming immediately due and owing and the possible forced sale of the Property: (1) any failure to pay any amount owing under the Note when due; (2) any default under or breach or nonperformance of an obligation under the Agreement, the Note, or this Mortgage; (3) any default with respect to any prior mortgage(s) on the Property; (4) the Lender reasonably determines that the prospect of Borrower's payment of the loans or other amounts owing under the Note or performance of the obligations of this Mortgage is impaired; (5) the occurrence of any act or event by reason of which the Lender reasonably deems its interest in the property insured; (6) any application or statement furnished by Borrower which Lender finds to be materially false; (6) a decline in the market value of the Property, in the Lender's sole opinion; (7) Borrower's death or insolvency (however expressed or indicated); (8) the filing of a petition in bankruptcy or for the adjustment of debts, or against Borrower; (10) the sale, conveyance, lease, or transfer of all or any part of the Property or any interest in it without the Lender's prior written consent; (11) the enactment or expiration of any applicable laws which renders any provision of this Agreement, the Note, or this Mortgage unenforceable according to its terms; (12) Prior to acceleration, Lender shall mail notice to Borrower as provided herein specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration and the right to hasten foreclosure by judicial proceeding and sale of the Property. The notice shall specify in plain language the right to negotiate after acceleration and the right to hasten foreclosure by judicial proceeding and sale of the Property. The notice shall be sent to the address of the Property and to the address of the Borrower as provided in the notice. Lender may, at its option, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to contact in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and the costs of documentary evidence, abstracts and title report.

18. Borrower's Right to Retain Title. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceeds begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage. (a) Borrower pays Lender all sums which would be due under this Mortgage and Note, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided herein, including, but not limited to reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rights. Appointment of Receiver. As additional security for the Note, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration as provided herein or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

20. Release. Upon payment of all sums secured by this Mortgage and, if applicable, Borrower shall release this Mortgage without charge to Borrower. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

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23. Release. Upon payment of all sums secured by this Mortgage and, if applicable, Borrower shall release this Mortgage without charge to Borrower. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

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Property of Cook County Clerk

89921668

Mail To: Baxter Credit Union 1428 Lake Cook Road Deerfield, Illinois 60015

22. Terms of Agreement. The Note and Agreement which this mortgage secures contains provisions allowing for changes in the interest rate every month. The Borrower and Lender further covenant and agree as follows:

(A) INITIAL RATE
The ANNUAL PERCENTAGE RATE of interest under the Note shall be 10.50%
The maximum ANNUAL PERCENTAGE RATE of interest under the Note shall be 18.00%

(B) CHANGE DATES
Commencing on the date of the Note, the interest rate may be adjusted by Lender on the first day of each month. These dates shall be known as "Change Dates." (C) INDEX
Changes in the interest rate shall be based upon changes in the "Index." The index shall be the highest domestic Prime Rate as reported in the Money Rate Section of the Midwest Edition of The Wall Street Journal on the last business day of the month immediately preceding the beginning of each billing period. If the Wall Street Journal stops reporting the Prime Rate, or if the Prime Rate is not available on the said last business day, then Lender will choose a comparable index as a substitute for the Prime Rate and will notify the Borrower of such change.

(D) CALCULATION OF CHANGES
The Agreement has an "Initial Index" figure of 10.00%.
Prior to each Change Date, Lender shall determine any change in the interest rate, and shall calculate the new interest rate by adding 1/2% to the Current Index. Lender will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date. If the new interest rate increases or decreases, the monthly payment may also increase or decrease.

(E) EFFECTIVE DATE CHANGES
The new interest rate will become effective on each Change Date and Borrower will pay the amount of the new monthly payment beginning on the Change Date until the amount of the monthly payment changes again.

(F) DISCLOSURES
Lender will send statements at least quarterly reflecting changes in the interest rate and payments during the quarterly period.
The disclosure shall reflect the change of the interest rate, if any and the amount of the new payment, and other transactions in the account during the period. Such statement shall be presumed correct unless Borrower notifies Lender in writing of any error within sixty (60) days after the closing date of the billing period.

23. FUTURE ADVANCES. UPON REQUEST OF BORROWER, LENDER AT LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAGE, MAY MAKE FUTURE ADVANCES TO BORROWER. SUCH FUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS MORTGAGE, WHEN EVINCED BY AGREEMENTS STATING THAT SAID AGREEMENT IS SECURED HEREBY.

24. PRIORITY. THIS MORTGAGE IS GIVEN TO SECURE A LINE OF CREDIT ADJUSTABLE RATE NOTE (A REVOLVING LOAN) AND SHALL SECURE NOT ONLY THE EXISTING INDEBTEDNESS UNDER SAID AGREEMENT BUT ALSO SUCH FUTURE ADVANCES, WHETHER SUCH ADVANCES ARE OBLIGATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENTY (20) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THIS MORTGAGE. AND ALTHOUGH THERE MAY BE NO INDEBTEDNESS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE.

BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Mortgage and in any riders executed by Borrower and recorded with this Mortgage. Borrower shall be provided a conformed copy of the Agreement and this Mortgage at the time of execution or after recording hereof. IN WITNESS WHEREOF, Borrower has executed this Mortgage at the address of Baxter Credit Union first set forth above.

STATE OF ILLINOIS }
COUNTY OF }
SS }
Borrower }
Borrower }
The undersigned, a notary Public in and for the said county and state, does hereby certify that }
personally known }
to me to be the same person(s) whose name(s) }
signed and delivered this Mortgage as }
free and voluntary act. }
Given under my hand and official seal this }
day of }
19 }
Notary Public

UNOFFICIAL COPY

3917668

1999 OCT 22 1999
CAROLINA COUNTY
REGISTRATION OF TITLES

REGISTERED

4
123456789

Submitted by _____

Address _____

Received _____

Deliver certif. to _____

Address _____

Deliver to _____

Address _____

Notified _____

M.A.A.C. JARVIS

3917668

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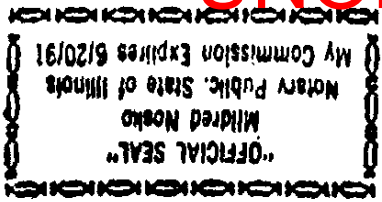
Mid America Title Company

123 W. Madison

Chicago, Illinois 60602

853-1191

Carolina County Clerk's Office



Mildred Neko
Notary Public

89921532

GIVEN under my hand and Notarial Seal, this 19th day of September, 1990

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above Officers of NBD TRUST COMPANY OF ILLINOIS, who are personally as such AVP & Trust Officer Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and there acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

State of Illinois)
County of Cook)

[Signature]
Trust Officer

ATTEST:

NBD TRUST COMPANY OF ILLINOIS, as Trustee under Trust No. 66-3831, and not individually, Successor Trustee to NBD Park Ridge Bank, N/A Citizens Bank & Trust Company
[Signature]
Assistant Vice President and Trust Officer

This Mortgage or TRUST DEED in the nature of a mortgage is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust No. 66-3831 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD TRUST COMPANY OF ILLINOIS hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagee or Grantor, or on said NBD TRUST COMPANY OF ILLINOIS, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagee or Trustee under said Trust Deed, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagee or Grantor and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantors, if any. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument. It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses. In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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