

If Note Holder elects to freeze the line of credit... Paragraph 6 of the Note, entitled "FREEZING, TERMINATING, REDUCING THE LINE..."

Interest will not be charged on the amount of new Credit Card purchases... (m) Note Holder at the beginning of that billing cycle...

Any change in the interest rate will be implemented between the 22nd and the 25th day of the month... The maximum annual percentage rate that can apply is 18%.

The first four paragraphs of paragraph 5 of the Note, entitled "INTEREST (VAHIAH) RATE..." The Note Holder acknowledges that the Note calls for a variable interest rate...

Notwithstanding anything to the contrary herein, the Property shall include... The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents".

TO HAVE AND TO HOLD each property and Lender and Lender's successors and assigns... AS DOCUMENT NUMBER 1468035, IN COOK COUNTY, ILLINOIS.

LOCAL DESCRIPTION: 60053 Illinois, 7413 LOSTER, MORTON GROVE, which has the address of...

NOTICE: THIS MORTGAGE MAY SECURE BORROWING MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY... SUCCESS PLUS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

37 E. Starfield Rd., Suite 100 Lombard, Illinois 60148 (708) 512-0444 1-800-222-1366

NOTE IDENTIFIED

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01693332



030305910

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not apply for or avail itself of any homestead, appraisal, redemption, or other statutory rights, in the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages...

26. ACTUAL KNOWLEDGE. For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the National Bank of Chicago...

27. TIME OF ESSENCE. Time is of the essence in this Mortgage, and the Note and Agreement. All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full.

28. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to Lender's address, as set forth on page one of this Mortgage. Borrower requests that copies of any notice of default be addressed to Borrower and sent to Lender's address, as set forth on page one of this Mortgage.

29. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, the Mortgage shall become null and void and Lender shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release if allowed by law.

30. ASSIGNMENT OF RECEIPTS. Lender hereby assigns to the holder of any note which has priority over this Mortgage the right to collect and receive such sums as they become due and payable. Lender, without declaring or asserting an event of default or involving any other party, shall be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the National Bank of Chicago...

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45. EVENTS OF DEFAULT. An Event of Default will occur hereunder upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation of the Credit Documents and upon Borrower's failure to cure such breach or violation, and to provide Lender, during that grace period, if any, with evidence reasonably satisfactory to Lender, on terms satisfactory to Lender, that the breach or violation has been cured.

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CLEO R. EILER  
First National Bank of Lincolnshire  
Lincolnshire, Illinois 60468  
(708) 634-4300

THIS INSTRUMENT PREPARED BY

Commission Expires

Notary Public

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

as Trustee, for the uses and purposes herein set forth, this instrument as such, as Trustee, for the uses and purposes herein set forth, and the said Secretary did also then and there acknowledge that he, as Trustee, for the uses and purposes herein set forth, and as the free and voluntary act of said corporation, 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, foregoing instrument as such, Secretary of said corporation, personally known to me to be the same person whose names are subscribed to the President of \_\_\_\_\_ a corporation, and \_\_\_\_\_ Secretary of said corporation, personally known to me to be the same person whose names are subscribed to the

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS }  
COUNTY OF LAKE }  
SS: \_\_\_\_\_

(Title)

is

ATTEST:

(Title)

not personally but solely as trustee as aforesaid

IF BORROWER IS A TRUSTEE N/A

"OFFICIAL SEAL"  
Janis A. Anderson  
Notary Public, State of Illinois  
My Commission Expires 3/27/91

Commission Expires

Notary Public

Given under my hand and official seal, this 27TH day of DECEMBER, 1990

including the release and waiver of the right of redemption, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, on this day in person, and acknowledged that he personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that

STATE OF ILLINOIS }  
COUNTY OF LAKE }  
SS: \_\_\_\_\_

Individual Borrower

Individual Borrower

Individual Borrower

Individual Borrower

IF BORROWER IS AN INDIVIDUAL(S)

(S) WITNESS WHEREOF, Borrower has executed this Mortgage

Trustee executes this mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest thereon, or any indebtedness accruing hereunder or to perform any covenants or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note

28. THE SURETY EXPLICATION, (if any) Mortgage is executed by a Trustee, N/A

27. CAPTIONS, STipULATIONS AND ASSIGNS. The captions of this Mortgage and the other Credit Instruments and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Instruments shall be binding upon and inure to the benefit of the lender, successors and assigns of the borrower.

26. EXPENSE OF LITIGATION. In any suit to enforce the terms of this Mortgage or enforce any other remedy of the Lender under this Mortgage, the Attorney or the lender shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of the lender for attorney's fees, appraisers' fees, notaries' fees, documentary and expert charges, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, errors, omissions and underwriting data and coverages with respect to take as a lender may deem reasonably necessary either to provide such title and/or to indemnify lenders in any case which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the prosecution of said Property, and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the lender in any litigation or proceeding affecting this Mortgage, the Note or the Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by borrower, with interest thereon at the default interest rate.

COMMUNITY TITLE GUARANTY CO.

350 N. La Salle Street

Suite 250

Chicago, IL 60610

(312) 464-0219