

Handwritten initials and numbers: "14/11/81" and "HWA"

5 No remedy or right of Mortgage hereunder shall be exclusive. Each right or remedy of Mortgage with respect to the liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgage in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgage.

4 Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain or the taking of the Premises for public use or hereby transferred, assigned and shall be paid to Mortgage; and such award or any part thereof may be applied by Mortgage, after the payment of all of Mortgage's expenses, including costs and attorneys' and paralegal fees, to the reduction of the indebtedness secured hereby and Mortgage is hereby authorized, on behalf and in the name of Mortgage, to execute and deliver valid acquittances and to appeal from any such award.

3 Upon the request of Mortgage, Mortgage shall deliver to Mortgage all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgage to Mortgage, which assignments shall be in form and substance satisfactory to Mortgage; Mortgage shall not, without Mortgage's prior written consent, procure permit or accept any assignment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

2 Mortgage shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, lower service taxes or charges, and other taxes, assessments, or charges against the Premises. Default hereunder Mortgage shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgage may desire to contest prior to contesting such tax, assessment or charge becoming delinquent.

1 Mortgage 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 the Premises in good condition and repair, without waste, and, except for the Mortgage, free from any encumbrances, security interests, liens, mortgages, or claims of any kind; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge; (d) complete within a reasonable time any building or building now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgage; (g) refrain from impairing or diminishing the value of the Premises.

Further, Mortgage covenants and agrees as follows: Further, Mortgage does hereby expressly waive and release all rights and benefits under and by virtue of the exemption laws of the State of Illinois. Further, Mortgage may collect, receive and enjoy such avails for and on behalf of Mortgage, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgage the right to foreclose this Mortgage.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6A05. The term of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgage does hereby pledge and assign to Mortgage, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgage, by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgage only, and not as a limitation or condition hereof and not available to anyone other than Mortgage, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgage the right to foreclose this Mortgage, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgage the right to foreclose this Mortgage, Mortgage shall not, without Mortgage's prior written consent, procure permit or accept any assignment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

1337 Kingston Court
Des Plaines, Illinois 60018

Lot Thirty Nine (39) in Kozal and Wedgewood Subdivision, of part of the Southwest Quarter (1/4) of Section 20, and part of the Southeast Quarter (1/4) of Section 19, all in Township 11 North, Range 12, East of the Third Principal Meridian, according to Plat registered in the Office of the Registrar of Deeds of Cook County, Illinois, on July 22, 1983, as Document Number 231983B.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgage does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgage, all of Mortgage's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described as follows:

Mortgage has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgage (the "Note"), in the principal amount of TWENTY SEVEN THOUSAND AND NO/100 (\$27,000.00) (the "Line of Credit"). Payments of interest on the Note shall be due and payable monthly beginning April 15, 1981, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable ten (10) years after the date of this Mortgage. Interest on the Note shall accrue daily at the per annum rate equal to the Variable Rate Index (defined below) for each day the unpaid principal balance outstanding exceeds \$50,000.00. Interest on the Note shall accrue daily at the per annum rate of 1% in excess of the Variable Rate Index for each day the unpaid principal balance outstanding is less than or equal to \$50,000.00. The maximum per annum rate of interest on the Note will not exceed 19.8%. Mortgage has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

WITNESSETH:

TO BE DELETED WHEN THIS MORTGAGE IS NOT EXECUTED BY A LAND TRUST

THIS MORTGAGE is dated as of March 30, 1981 and is between (as personally) [Name of Trust] (Mortgagee) and the First National Bank of Des Plaines (Mortgage). (Harbert J. Wynn and Luol H. Wynn (married to each other) (Mortgagee) and the First National Bank of Des Plaines (Mortgage)).

3966079

FIRST NATIONAL BANK OF DES PLAINES
REVOLVING CREDIT MORTGAGE

NOTE IDENTIFIED

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assigns as their rights may appear liabilities (first to interest and then to principal); fourth, any surplus to Mortgagee or Mortgagor's heirs, legal representatives, successors or assigns (first to interest and then to principal); and interest and interest remaining unpaid on the Note and the proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, to pay all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage and unpaid as of the date of the foreclosure sale; and third, all principal and interest provided for in this Mortgage and unpaid as of the date of the foreclosure sale.

When the indebtedness secured hereby shall become due whether by a foreclosure or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness secured hereby all expenditures and expenses which may be incurred by or on behalf of Mortgagee for attorneys' fees and disbursements, appraisers' fees, outlays for documents and reports, advertising, printing, postage and other costs and expenses, and the cost of procuring all abstracts of title, title searches and examinations, title insurance policies, loans, and other items necessary to carry out the foreclosure. All such costs and expenses shall be paid by the Mortgagor. The Mortgagor shall be deemed to have authorized Mortgagee to incur such costs and expenses and to execute all necessary instruments and to file all necessary pleadings and to take all necessary steps to carry out the foreclosure. Mortgagee shall be deemed to have authorized Mortgagee to incur such costs and expenses and to execute all necessary instruments and to file all necessary pleadings and to take all necessary steps to carry out the foreclosure. Mortgagee shall be deemed to have authorized Mortgagee to incur such costs and expenses and to execute all necessary instruments and to file all necessary pleadings and to take all necessary steps to carry out the foreclosure.

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Principal advances thereunder. Any change in the Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Bank to the Mortgagor. The Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Bank to the Mortgagor. The Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Bank to the Mortgagor. The Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Bank to the Mortgagor.

Liabilities means any and all liabilities, obligations and indebtedness of Mortgagee or any other maker of the Note, including but not limited to, the Note, any other instrument, and any other liability, obligation or indebtedness of Mortgagee or any other maker of the Note, including but not limited to, the Note, any other instrument, and any other liability, obligation or indebtedness of Mortgagee or any other maker of the Note.

Notwithstanding any other provision of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee, or any other conveyance, transfer, or occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, shall be made without the prior written consent of Mortgagee.

Upon Default, at the sole option of Mortgagee, the Note and/or any other liabilities shall become immediately due and payable and all expenses of Mortgagee, including attorneys' fees and disbursements, shall be paid by the Mortgagor. Mortgagee shall have the right to foreclose the lien of this Mortgage and to sell the Premises and to apply the proceeds of any such sale to the payment of the Note and to the payment of all other liabilities, obligations and indebtedness of Mortgagee or any other maker of the Note.

Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances. Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

Upon Default by Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee.

Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee.

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15 Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice of solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale a full statutory period of redemption, if any, whether there be redemption or not, as well as during any further time for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall, which may be necessary or are usual for the protection, possession, control, management and operation of the Premises, the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment of any guarantor of the Note in case of a foreclosure sale and deficiency.

16 No action for the enforcement of the lien or of any provision of this Mortgage shall be brought which would not be good and available to the party interposing the same in an action at law upon the Note.

17 Mortgagee shall have the right to inspect the Premises at all reasonable times and access the Premises for that purpose.

18 Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording charges, to release the lien of this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.

19 Upon request by Mortgagee, Mortgagor covenants and agrees to deposit at the place as may be designated in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the date of the Note secured hereby, and on the day each and every interest payment date thereafter until the indebtedness is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year with respect to the Premises. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year have been improved, or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposit to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments to be assessed. Mortgagor further covenants and agrees that, upon request by Mortgagee, Mortgagor will also deposit with Mortgagee a sum equal to the amount of taxes and assessments to be assessed, or so estimated by Mortgagee, based upon the taxes and assessments to be ascertainable, or so estimated by Mortgagee, for the period commencing on the date such taxes and assessments become due and payable, including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust and are to be used for the payment of taxes and assessments (general and special) on the Premises next to become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) next to become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand for the same, deposit additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any subsequent deposits for taxes and assessments.


20 Upon request by Mortgagee, concurrent with and in addition to the deposits for general taxes and assessments pursuant to the terms of Paragraph 19 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the amount of any insurance premiums which will next become due and payable on any insurance policies required hereunder, less all sums already paid therefor, and such deposits shall be held in trust without interest for the purpose of paying the insurance premiums.

21 This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons who are liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have signed this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns.

22 In the event the Mortgagor is a trust, then this Mortgage is executed by the undersigned trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the same may be payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of all liens, mortgages, or other collateral or guaranty from time to time securing payment hereof, no personal liability shall be cast upon the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, if any, being expressly waived in any manner.

23 This Mortgage has been made, executed and delivered to Mortgagee in Des Plaines, Illinois, in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or defective under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Mortgage.

WITNESS the hands and seals of Mortgagor the day and year set forth above



Office

This Mortgage was prepared by:

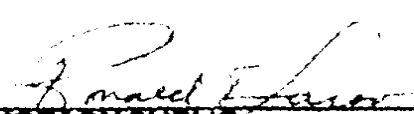
Wynne E. Bonner, Personal Banking Officer
THE FIRST NATIONAL BANK OF DES PLAINES
791 Lee Street
Des Plaines, IL 60016

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Herbert J. Wunar and Tuoi H. Wunar (married to each other) personally known to me to be the same persons whose names is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of March, 1991.



"OFFICIAL SEAL" NOTARY PUBLIC
RONALD T. LARSON
Notary Public, State of Illinois
My Commission Expires 6-18-92

My Commission Expires: _____

Property of Cook County Clerk's Office

91 APR 29 AM 9:42
CAROL MOSELEY BRAUN
RECORDER OF DEEDS
COOK COUNTY

14827
14827
14827

Doc Plaines, N. 60018

701 Lee Street
THE FIRST NATIONAL BANK OF DES PLAINES
WYNN E. BONNER, Personal Banking Officer

This Mortgage was prepared by:

[Handwritten signature]

62600000

WITNESS the hands and seals of Mortgagee on the day and year set forth above

22 In the event this Mortgage is a land trust, then this Mortgage is executed by the undersigned, not otherwise, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, any collateral or guaranty from time to time securing the payment hereof, and through enforcement of the provisions of this Mortgage, shall be enforceable against the trustee, if any, being expressly waived in any manner.

21 This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming by, under or through Mortgagee. The word "Mortgagee" when used herein shall include all persons or parties who have executed the same, the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the same, and the Mortgagee shall be applicable to all genders, the word "Mortgagee" includes the successors and assigns of Mortgagee.

20 Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 19 of this Mortgage, Mortgagee will deposit with Mortgagee a sum equal to the premium that will next become due and payable on any insurance policy required hereunder, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when the insurance premium will become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

19 Upon request by Mortgagee, Mortgagee covenants and agrees to deposit at the place at Mortgagee may from time to time, in writing, pursuant to the Note secured hereby, and on the day each and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements on a parcel thereof, now constituted or to be constituted on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed by Mortgagee for the period commencing on the date such taxes and assessments were last paid to and taxes and assessments with respect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the first tax and assessment hereinafter mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year, then the same shall become due and payable (Mortgagee shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments).

18 Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagee renders payment in full of all liabilities secured by this Mortgage.

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

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

15 Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of appointment for the receiver and without regard to the value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, receiver or the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment or in part of the indebtedness secured hereby, or secured by any judgment for foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the Note in case of a foreclosure sale and deficiency.

UNOFFICIAL COPY

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91 APR 29 AM 9:42
CAROL ROSELY BRAUN
RECORDER OF DEEDS
COOK COUNTY

Property of Cook County Clerk's Office

NOTARY PUBLIC
RONALD T. LARSON
Notary Public, State of Illinois
My Commission Expires 6/18/92

My Commission Expires

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Herbert J. Wunar and Tuoi H. Wunar (married to each other) personally known to me to be the same persons whose names have subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of March, 1991.

STATE OF ILLINOIS
COUNTY OF COOK