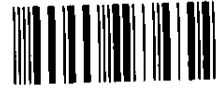


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3248/0089 28 001 Page 1 of 2
2000-05-10 15:56:45
Cook County Recorder 23.50



Recording Requested By:
Created by Latishah R. Kersey
Merrill Lynch Credit Corporation
4802 Deer Lake Drive East
Jacksonville, Florida 32246-6484

When Recorded Mail To:
Bruce E. Downs
755 South Cambridge Avenue
Matteson, IL 60443



State of Illinois

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that Merrill Lynch Credit Corporation F/K/A Merrill Lynch Equity Management, Inc., holder of a certain mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said mortgage.

Original Grantor: Bruce E. Downs and Patricia M. Downs, his wife
Original Grantee: Merrill Lynch Equity Management, Inc.
Dated: August 6, 1984
Date Recorded: August 24, 1984
Instrument No.: 27227374
Book No.: n/a
Page No.: n/a
County: Cook
State: Illinois
Legal Description: See Attached
PIN Number: n/a

IN WITNESS WHEREOF, Merrill Lynch Credit Corporation F/K/A Merrill Lynch Equity Management, Inc., by the officer duly authorized, has duly executed the foregoing instrument on the 13 day of 4, 2000.

Merrill Lynch Credit Corporation F/K/A Merrill Lynch Equity Management, Inc.

Ray Chapman, Vice President



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 13 day of 04, 2000 by Ray Chapman, Vice President of Merrill Lynch Credit Corporation F/K/A Merrill Lynch Equity Management, Inc., a Delaware corporation, on behalf of the corporation.

Latishah R. Kersey
Notary Public, State of Florida

Account No.: 0745539



Latishah R. Kersey
MY COMMISSION # CC860598 EXPIRES
August 3, 2003
BONDED THRU TROY FAIR INSURANCE, INC

RECORDING REQUESTED BY

27227374

WHEN RECORDED MAIL TO
Merrill Lynch Equity Management, Inc.
P.O. Box 86931
San Diego, California 92138
Acct. No. 0745539

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

~~NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY~~

THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among

Bruce E. Downs and Patricia M. Downs, his wife

(herein "Borrower"), and Merrill Lynch Equity Management, Inc., a Delaware corporation whose address is (herein "Lender").

9601 Ridgehaven Court San Diego, California 92123

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, in which event Borrower conveys, mortgages and quitclaims) unto Lender and Lender's successors and assigns, the following described properties located in the City of Matteson, County of Cook, State of Illinois:

LOT 227 IN CRICKET HILL FIRST ADDITION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOGETHER WITH PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

27227374

which has the address of 755 South Cambridge Avenue Matteson Illinois, 60443 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, 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 the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such Property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a Merrill Lynch Equity Access™ Agreement and Disclosure Statement ("Agreement") of even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith in the principal