BANKFINANCIAL OAL O

. 4	This document was prepared by:						
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	SUE SBALCHEIRO						
	15W060 North Frontage Road						
	Burr Ridge, IL 60527						
		Doc#: 0506946116					
		Eugene "Gene" Moore Fee: \$34.00					
	When recorded, please return to:	The state of the s					
		Date: 03/10/2005 11:36 AM Pg: 1 of 6					
	BankFinancial, F.S.B.						
	15W060 North Frontage Road						
	Burr Ridge, IL 60527						
	State of Illinois	Space Above This Line For Recording Data					
		MORTGAGE					
(With Puture Advance Clause)							
1	DATE AND DARWIES US Moss of this Many						
1.		tgage (Security Instrument) is Feb 15, 2005 and the					
	parties, their addresses and tax tentification n	numbers, il required, are as follows:					
	MORTGAGOR: BRYAN C ANDFREON, M	MARRIED TO KARLA ANDERSON					
	6437 W 64TH STRELT						
	CHICAGO, IL 60632-5	500 7					
	LENDER:						
	BankFinancial, F.S.B.						
		Road lury Ridge, IL 60527					
	Organized and Frieting	Under the Liws of The United States of America					
2		sideration, the receipt and sufficiency of which is acknowledged, and to secure					
4.							
	the seemed Debt (defined below) and Mortgag	gor's performance and a this Security Instrument, Mortgagor grants, bargains,					
	sells, conveys, mortgages and warrants to Len	der the following descared property:					
	THE EAST 1/2 OF LOT 18 IN BLOCK	19 IN FREDERICK A. B'PTLETT'S CHICAGO HIGHLANDS, A					
	SUBDIVISION IN THE NORTHEAST 1/4	FOR THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 38					
	NORTH, RANGE 13 EAST OF THE THIR	D PRINCIPAL MERIDIAN, J. COOK COUNTY, ILLINOIS.					
	19-19-211	÷037					
	The property is located in	Cook at 6437 V 64TH STREET					
		(County)					
		CHICAGO , Ulinois 60638-5007					
	(Address)	(City) (ZIP Code)					
		mances, royalties, mineral rights, oil and gas rights, all water and riparian					
	rights, ditches, and water stock and all existing	ing and future improvements, structures, fixtures, and replacements that may					
	now, or at any time in the future, be part of th	ne real estate described above (all referred to as "Property").					
3		CES. The term "Secured Debt" is defined as follows:					
٠.	A Dobt incomed and the terms of all and	CESS THE TELEPHIN SECURED DEBT IS DETINED AS TOHOWS:					
	A. Dest incurred mater the terms of all pro-	omissory note(s), contract(s), guaranty(s) or other evidence of debt described					
	below and all their extensions, renewal	ls, modifications or substitutions. (You must specifically identify the debi(s)					
	secured and you should include the final	I maturity date of such debi(s).)					
	Home Equity Loan Program Agr	reement dated 02/15/2005 and Maturing 02/15/15					
	그 사람들은 사람들이 살아보다 하다						
	en e						
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ILLINOIS - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR PAMA) FHLMC, FHA OR VA USE)

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VMPMORTGAGE FORMS - (600)521-7291

Loan No: 1600032634



- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sum advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph 3 of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

4. MORTGAGE COVENANTS. Mortgagor agries that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. Fy not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a reach if it happens again.

Payments. Mortgagor agrees that all payments under the Secure? Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

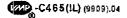
Prior Security Interests. With regard to any other mortgage, deed of truit, si curity agreement or other lien document that created a prior security interest or encumbrance on the Property. Mortgago, precs to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document wither. Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lier of this Security Instrument. Mortgagor agree to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to pure last or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to it, tope and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lorder and shall include a standard "mortgage clause" and, where applicable, "loss payer clause." Mortgagor shall immed stely notify Londer of cancellation or termination of the insurance. Londer shall have the right to hold the policies and renewal. If Londer requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not up de immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of zor payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and my evy additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. DEFAULT. Mortgagor will be in default if any of the following occur-

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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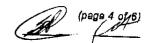
Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

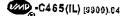
7. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and have establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole it deptedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed stall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy in Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

- 8. EXPENSES; ADVANCES ON COVENANTS; ATTORNEY'S TEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's solutive interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the nighest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and solutions. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in affect until released.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liabitity Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orde s, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.



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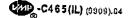


Mortgagor represents, warrants and agrees that;

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mc. 13: gor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor and immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substanc of the violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND FISURANCE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and his mance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY CO-SIGNERS: SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage our repaper's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by fast class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

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20,	not exceed \$ 30,000.00 other fees and charges validly made pursuant to made under the terms of this Security Instrument in this Security Instrument.	this Secure	initation of amo	ount does not inclu	de interest, attorneys fees, a	and
16.	LINE OF CREDIT. The Secured Debt include zero balance, this Security Instrument will remain	a revolvin	g line of credit.	Although the Seco	red Debt may be reduced t	0.7
	zero balance, this Security Instrument will rema	n in effect 1	mtil released.	5		o a
17.	APPLICABLE LAW. This Security Instrumer extent required by the laws of the jurisdiction w	t is govern	ad his dia l			
			herry to rocated	, and applicable le	deral laws and regulations.	
18.	RIDERS. The covenants and agreements of ea amend the terms of this Security Instrument	ch of the ri	ders checked b	elow are incorpor	ated into and annalowent -	4
	amend the terms of this Security Instrument. [Check all applicable boxes]			_ and por	acce into and supplement a	n q
	Assignment of Leases and Rents Of			!		
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19.	ADDITIONAL TERMS.		P A F			
	Your Home Equity Line of Gredit Account volume or terminate your Credit Line Account	vill be char	ged Two Hund	red Fifty and no/	100 Dollars (\$250.00) if vo	L L
	close or terminate your Credit Los Accoun	r winiii fwe	111y-10ur (24) n	nonths of the Loa	n Date shown on the Note	∍.
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SIGN	NATURES: By signing below, Mortgagor agree attachments. Mortgagor also acknowledges recein	s to the ter	ms and covenar	contained in the	in Committee To a	
any a	utachments, Mortgagor also acknowledges receip	t of a copy	of this Security	Instrument on the	date stated on mage 1	in
	If checked, refer to the attached Adder acknowledgments.	idum incom	porated herein,	for addinenal Mor	tgagors, their signatures an	ď
	acknowledgments.	.: 1	TENDERSI	GNED HERERY F	XECTITES THIS DOCUM	מאל שווה
		I	THE SOLE PU	KPOSE OF WAIV	ING HOMSTEAD RIGHTS	5.
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(Signat	ture) BRYAN C ANDERSON	(Date) (Signature) KARL	A ANDEDCON	0/13/03	
				MODROOM	(Date)	
ACK	NOWLEDGMENT:					
	STATE OF States	cou	NUTYZ	C. D		
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