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Sears Consume	r Financial Co	proration of	Delaware
100 Corporate	North	Contraction of	
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Sulte 207 Bannockburn, II. 800.15	_2.			
Loan No.				
SPACE ABOVE THIS LINE FOR RECOMBER'S US				
	MORTGAGE		-1	
THIS MORTGAGE, is made this 1.7 between the Trustor, Elidon Grossman A bachelor	day of _U	uno	987	
A Daction 101				
(herein "Borrower"), whate address is 1040 Wes (Roscou Chioago 1 8085				
and the Mortgagee;				
Ox				
Sears Consul	ner Financial Corpora	ation of Delaware	•	
a Delaware Corporation, whose address is: 100 "Lender")) Corporate North, S	Suite 207, Bannoc	cburn, II. B001	16 (herein
WHEREAS, Lender and Borrower Agreement and Disclosure Statement (the to time to make loans to Borrower under borrow again during the term of the Agreem	Agreem ent") pursu an arrangement	ant to which Ler	nder has agre	ed from time
BORROWER, in consideration of the irrevocably mortgages grants and conveys County of	to Lender the lo	lowing describe	d property I	herein created, ocated in the
Cook Sta	te of illinois, with M	IOR GABE COVEN	ANTS:	
The South 99 16 feet of Lot 22 subdivision of Lot 3 in the Assi	esor's Division	n of his Nort	hwest	
1/4 of Southeast 1/4 of Section East of the Third Principal Media	idlan, in Cook	County, 111:	nois	#0
which has the address of 1040 We's! Ros	State of the state			

TOGETHER with all the improvements now or hereafter erected on the property, easements, rights appurtenances, rente

(Number and Street)

(subject however to the rights and authorities given herein to Borrower to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the proparty, 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 in the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property");

(herein "Property Address");

Chicago, 1L 60657 (City, State and Zip Code)

AMOUNT SECURED: Ten

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under the terms and conditions of the Sears Homeowner Resource Account Agreement and Disclosure Statement (the "Agreement") executed by Borrower and dated the same day as this Mortgage, and all modifications, extensions and renewals thereof, which Agreement provides that Lender shall make advances to Borrower of a revolving nature and that such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding principal balance owing at any one time under the Agreement (not including finance charges thereon at a rate which will vary from time to time, and any late charges and other charges which may from time to time be owing under the Agreement shall not exceed the Amount Secured designated on the first page of this Mortgage; (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; (c) the performance of the covenants and agreements contained herein and in the Agreement; and (d) any future advances made by Lender to Borrower pursue); to paragraph 20 of this Mortgage (herein "Future Advances").

Any references in this Mortgage to the "Note" shall be deemed to refer to the Agreement, and by references in this Mortgage to notes and promissory notes shall include loan agreements, as applicable, All references to interest shall be deemed to include finance charges.

Borrower coverants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to mortgare grant and convey the Property, that the Property is unencumbered, except for the encumbrances of record approved by Mortgages, except as provided in paragraph 3 hereof, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to by declarations, easiments or restrictions (lated in a schedule of exceptions to coverage in any title invarance policy insuring Lender's interest in the Property.

COVENANTS, Borrower and ender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebterness evidenced by the Agreement, late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. APPLICATION OF PAYMENTS. Unless arplicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first (in the order Lender chooses) to any finance charges, late charges, collection costs and other charges owing under the Agreement or this Mortgage, recond, to the principal payable under this Agreement.
- 3. CHARGES: LIENS, Borrower shall pay all taxes, esseisments and other charges, fines and impositions attributable to the Property which may atten priority over this Mortgage (excluding the lien of any mortgage or deed of trust encumbering in Property that is prior in right or in time ("Prior Mortgage") to this Mortgage and that has been approved by Lender), and leasehold payments or ground rents, if any, by Borrower rnaking payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due and when such payments. Borrower shall promptly discharge any lien which has priority, over this Mortgage (excluding the lien of any Prior Mortgage); provided that Borrower shall not be required to discharge any such lien so long as Borrower shall (a) agree in writing to in payment of the obligation secured by such lien in a manner acceptable to Lender, or (b) in good (a) to contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien an agreement in form satisfactory to Lender subordinating such lien to this Mortgage. Any default by Borrower under the terms of any Prior Mortgage shall constitute a default under this Mortgage.

Borrower shall not enter into any agreement with the holder of any Prior Mortgage by which the Prior Mortgage or the indebtachess secured by the Prior Mortgage is modified, amended, extended or renewed, without the prior written consent of Lender. Borrower shall neither request nor accept any future advances under any Prior Mortgage without the prior written consent of Lender.

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4. HAZARD INSURANCE. Borrower shall keep the Improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy. The amount of coverage shall be no less than Borrower's credit limit under the Agreement plus the full amount of any superior lien on the Property.

The insurance carrier providing insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the sourity of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, if the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 hereof or change the amount of such payments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage in recollately prior to such sale or acquisition.

- 5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development; the by-laws and regulations of the condominium or planned unit development rider is executed by Borrower and recorded to jether with this Mortgage, the covenants and agreements of such rider shall be incorporated into and sixil amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof
- 6. PROTECTION OF LENDER'S SECURITY. If Borrowe falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or recedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding grindipal under the Agreement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take action hereunder. Any action taken by Lender under this paragraph 8 shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage.

- 7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lendar shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lendar's interest in the Property.
- 8, CONDEMNATION: The processes of any award or claim for damages, direct or consequential, in connection with any condemnation of phase taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby and shall be paid to Lender.

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2. CONDEMBATIONS The promouder so any as editor cicled for dispagned teach to consequencial tyr enres dear victor any condefination of spine taking of the Property or out (hance of ou environment the hier of accolomentars, are incepty agained with along that he paid in Leader in

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property Immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 hereof or change the amount of such payments.

- 9. BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage or release of any security for the obligations secured hereby, or any of an amendment to the Agreement or this Mortgage granted by Lender to Borrower or to any successor in interest of Borrower, shall not operate to release, in any manner, the liability of Borrower or Borrover's successors, as the case may be. Lender shall not be required to commence proceedings against any successor in interest of Borrower or refuse to extend time for payment or otherwise modify amorization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or acrower's successor in interest.
- 10. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or o berwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a walver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. REMEDIES CUMULATIVE: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this two trage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. SUCCESSORS AND ASSIGNS BUIND: JOINT AND SEVERAL LIABILITY; CAPTIONS, The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13. NOTICE. Except for any notice required under applicable law to be given in another manner,

 (a) any notice to Borrower provided in this Mortgage shall be given by personally delivering such notice to Borrower or by mailing such notice by first class mall address of the Borrower at the Property Address of at such other address as Borrower may designate by notice to lender sa provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other contains as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Len er when given in the manner contains the provided herein. designated herein.
- 14. UNIFORM MORTGAGE: GOVERNING LAW: SEVERABILITY. This form of Mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except to the extent preempted by feweral law, in the event that any provision or clause of this Mortgage conflicts with applicable law, such confider shall not affect other provisions of this Mortgage combines. other provisions of this Mortgage whigh can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
- 15. BORROWER'S COPY Borrower shall be furnished with a conformed copy of the Agreement and this Mortgage at the time of execution or after recordation hereof.
- 16, TRANSFER OF THE PRORERTY, if you transfer any or all of the Property or any Interest In it, or you agree to sell or otherwise transfer or assign your rights in the Property, Lender may, at Lender's option, declare all the sums sequend by this Mortgage to be immediately due and payable.
- 17. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant of agreement of Borrower in this Mortgage, including the povenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 4 hereof specifying: (1) the breach; (2) the action required to gure such breach; (3) a date, not less than 10 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 of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a pourt action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale, if the breach is not cured on or before the date

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specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorney's fees to the extent permitted by law. If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorney's fees to the extent permitted by law and costs of title evidence; (b) to all sums secured by this Mortgage, and (c) the excess, if any, to the person or persons legally entitled thereto.

- 18. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage, discontinued at any time prior to five (5) days before the sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgement enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Agreement or notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures ri's breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agroments of Borrower contained in this Mortgage, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, 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 increast in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue un mpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby and remain in full force and effect as if no acceleration had occurred.
- 19. ASSIGNMENT CO RENTS: APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrover hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as a ey become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rent of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. RELEASE. Upon payment of all sums secure a by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower Borrower shall pay all costs of recordation if any.
- 21. REQUEST FOR NOTICE, Borrower requests that cooles of the notice of default and notice of sale be sent to Borrower's address which is the Property Address
- 22. STATEMENT OF OR IGATION Lender may collect the maximum fee for furnishing the statement of obligation provided by applicable law.
- 23. NO MERGER. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Rroperty at any time held by or for the benefit of Lender in any capacity, without the prior written consent of Lender.

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21. HERLYEST FOR MOTICE. Bon vola. requesto that eduled of the notice of default and notice of each to borrower's address victs in the freperty Address.

22 STATEMENT OF CHLICA ION. Lender may suffect the madmum fee for furnishing the standard of obligation provided by applicable law.

23 NO MERCER. Your apay be no merger of the intrest or crate cleared by this Marigage with any other intends or the intrestration that the property of any time hald by an for the benefit of Lender in any capacity, without at year of the content.

24. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. Borrower and Lender request the holder of any mortgage, deed of trust of any other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, or any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage under Seal.

Ledon Those	man	
Eldon Grossman		. T#1111 TRAN 5207 06/24/87 13:38:00
O		1392 # A 米ータフェータ4日コ19 CODK GOUNTY RECORDER
STATE OF ILLINOIS,	Cook	County ss:
On this	2041 day o	1
personally appeared	ldon Grassmar	η •nd
acknowledged the forego	olng Instrument to bo	
free act and deed;	0/	
		Witness my hand and official seal.
		Signature Acting Oldon
		PAHSU MASON
		Name (Types or Printed)
(Reserved for official sea		My commission expires: 11-30-88
(Cno	ce Relow This Has Reserv	ed For Lender and Recorder

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IN WITHESS WHEREON, BORROWED has breduild the Morigage unusing Soot.

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La Proposition Company

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