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88301561

WHEN RECORDED, MAIL TO

**CORPORATE AMERICA
FEDERAL CREDIT UNION**
970 Oaklawn Ave.
Elmhurst, IL 60126
Phone: 312-681-7301



88301561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 8th day of July, 1988,
between the Mortgagor, Wladis Plepys and Valeria Plepys, his wife (herein "Borrower"),
and the Mortgagee, Corporate America Federal Credit Union,
a corporation organized and existing under the laws of Illinois,
whose address is 970 Oaklawn Ave., Elmhurst, IL 60126 (herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;

TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Fifty Thousand Dollars & 00/100 (\$50,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 20 years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a variable rate as described in the Credit Agreement.
- (3) The performance of the covenants and agreements of Borrower herein contained.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 17 IN BLOCK 5 IN VILLA WEST ADDITION TO ORLAND HEIGHTS UNIT NUMBER 4, A SUBDIVISION OF PART OR THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent parcel number: 27-02-106-019

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which has the address of 8520 Cedar Street (Street)
Orland Park, Illinois (City) (State) 60462 (Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which 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."

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Complete if applicable:

This Property is part of a condominium project known as 88301501

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as _____

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. 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, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 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.

6. 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 ~~the~~ ^{the} Property is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of condominium or governing the condominium or planned unit development, the by-laws and regulations of the condominium or ~~planned~~ unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the

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10. Borrower's Right to Release; Forgiveness By Lender Not A Waiver. Extension of the time for payment or amortization of the sums secured by this Mortgage shall not be construed as an agreement to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, made by the original Borrower and Borrower's successors in interest, or failure to pay any sum secured by this Mortgage by reason of any demand or notice to Lender to pay such sum, shall not be a waiver of any right or remedy hereunder.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, to any such inspection specifically causes Lender to release to Lender's interest in the Property.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspect certain of the terms of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

7. Payment of Taxes. Such amounts shall be payable upon notice to Borrower to take action to pay such taxes, and Lender agrees to all of the rights and remedies of any holder of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

6. Lender's Right to Release. Lender may have committed any expense or take any action hereunder, and Lender agrees that Lender is subrogated to all of the rights and remedies of any holder of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

5. Lender's Right to Release. Lender may have committed any expense or take any action hereunder, and Lender agrees that Lender is subrogated to all of the rights and remedies of any holder of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

4. Lender's Right to Release. Lender may have committed any expense or take any action hereunder, and Lender agrees that Lender is subrogated to all of the rights and remedies of any holder of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

3. Lender's Right to Release. Lender may have committed any expense or take any action hereunder, and Lender agrees that Lender is subrogated to all of the rights and remedies of any holder of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

2. Lender's Right to Release. Lender may have committed any expense or take any action hereunder, and Lender agrees that Lender is subrogated to all of the rights and remedies of any holder of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

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2. Lender's Right to Release. Lender may have committed any expense or take any action hereunder, and Lender agrees that Lender is subrogated to all of the rights and remedies of any holder of any mortgage, direct or consequential, or for damage to Lender, to the extent of any damage, caused by Lender to such interest.

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Account No. _____

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PRIME EQUITY LINE RIDER

THIS PRIME EQUITY LINE RIDER (the "Rider") is made this 8th day of July, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date by the undersigned (the "Borrower") to secure the Home Equity Plan Credit Agreement and Disclosure Statement executed by the Borrower of the same date (said Agreement is referenced in the Security Instrument and this Rider as "Credit Agreement") to Corporate America Federal Credit Union (the "Lender") and covering the property described in the Security Instrument and located at:

8520 Cedar Street, Orland Park, IL 60462

(Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements set forth in the Security Instrument, Borrower and Lender further covenant and agree to the following additional terms and conditions.

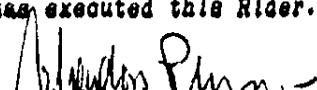
ADJUSTABLE RATE LOAN. The Security Instrument secures a Note or Credit Agreement which provides for changes in the interest rate, as more particularly described in said Note or Credit Agreement.

REMEDIES UPON BORROWER'S BREACH. In addition to the remedies provided on Borrower's breach of any covenant or agreement of the Borrower in the Security Instrument, including any covenant to pay when due any sum under the Note secured by the Security Instrument if any of the following events occur:

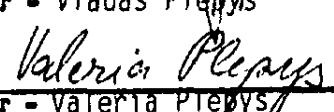
(a) if Borrower fails to make the minimum payments within 10 days of the due date or fails to comply with the other terms and conditions of the Credit Agreement or the Security Instrument; (b) if Borrower should die or become insolvent; (c) if a petition should be filed or other proceedings should be started by or against Borrower under the Federal Bankruptcy Code or any state insolvency statute; (d) if a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against Borrower or its property, assets or income; (e) if Borrower permits any other lienholder to gain or appear to gain priority over Lender, except whatever first mortgage or deed of trust is outstanding on the property at the time of recording of Lender's Mortgage to secure the Credit Agreement; (f) if Lender considers any debts due in Borrower's Account unsafe or if Lender believes, in good faith, that the collateral has deteriorated or the chances of Borrower paying or performing all of its obligations for its Account have been impaired; or (g) if the secured note for any prior mortgage, deed of trust or lien on the real property is in default upon Borrower's Breach, Lender, at Lender's option, may declare default.

Upon Borrower's default, Lender, at Lender's option may declare all the sums secured by the Security Instrument to be immediately due and payable without demand or notice, will terminate any obligation Lender has to make further advances under the Credit Agreement and may invoke the remedies provided in the Security Instrument.

IN WITNESS WHEREOF, Borrower has executed this Rider.



Borrower - Vladas Plepys



Borrower - Valeria Plepys

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