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PETERSON BANK  
3232 W. PETERSON AVENUE  
CHICAGO, IL 60659

## HOME EQUITY LINE MORTGAGE

This Mortgage ("Security Instrument") is given on July 26, 1990. The Mortgagor is Joel B. Park and Susan K. Park, his wife ("Borrower"). This Security Instrument is given to Peterson Bank, an Illinois Corporation, and whose address is 3232 West Peterson Avenue, Chicago, Illinois 60659 ("Lender").

Borrower owes Lender the maximum principal sum of Forty Thousand and No/100 Dollars (U.S. \$40,000.00), or the aggregate unpaid amount of all loans made by Lender pursuant to that certain Home Equity Line Agreement and Disclosure ("Agreement") of even date herewith, whichever is less.

This debt is evidenced by the Agreement executed by Borrower dated the same date as this Security Instrument which Agreement provides for monthly interest payments during the first five year period, with the full debt, if not paid earlier, payable over a second five (5) year term. The entire note comes due ten (10) years from the date hereof, and any outstanding principal, interest, or charges are due and payable. THE AGREEMENT PROVIDES THAT LOANS MAY BE MADE FROM TIME TO TIME (BUT NOT LATER THAN THE END OF THE FIRST FIVE (5) YEAR PERIOD) NOT TO EXCEED THE ABOVE STATED MAXIMUM AMOUNT OUTSTANDING AT ANY ONE TIME. All future loans will have the same priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the agreement, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

per legal description attached hereto and made a part hereof.

Lot 234 in the Willows Unit Number 3, being a subdivision of part of the south half of Section 21, Township 42 North, Range 12, east of the Third Principal Meridian, in Cook County, Illinois

Real estate Permanent Index Number: 04-21-403-005

which has the address of: Street 3121 Sandy Lane City Glenview, Illinois, zip 60025 ("Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

**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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to Sears Mortgage Corp. dated 3/2/89 recorded as document number 89098737 and assigned to Marine Midland Bank N.A. recorded as document number 89610457.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. **Application of Payments.** All payments received by Lender shall be applied to the annual fee, interest due, and then, to principal.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and household payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument other than the prior mortgage described above, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth within 10 days of the giving of notice.

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In the event of a total casting off the Property, the proceeds shall be applied to the sum secured by this Security instrument, whether or not then due, which any excess paid to Borrower. In the event of a partial casting off the instrument, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security instrument, divided by (b) the fair market value of the Property immediately before the taking, Any balance shall be paid to Borrower.

8. **Commodities.** The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby

7. **IMPROVEMENTS.** Landlord or these agents may make reasonable alterations upon and improvements of the property. Landlord shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the improvement.

unless Borrower and Lender agree to other terms of payment, these monies shall bear interest from the date of disbursement at the agreement rate and shall be payable, with interest, upon notices from the Borrower requesting payment.

Borrower shall faithfully comply with and abide by every term, covenant and condition of any prior mortgage or mortgages presented by encumbering the Property. A default in a delinquency under any prior mortgage or mortgages shall be deemed to occur if Borrower fails to pay any sum necessary under this Security instrument. Lender is expressly authorized at his option to advance all sums necessary to keep any prior mortgage or mortgages in good standing, and all sums so advanced, together with interest thereon, shall be subject to the provisions of this Paragraph 6 of this instrument.

6. **PROTECTION OF LENDER'S RIGHTS** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for confirmation of or to enforce laws of regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying reasonable attorney's fees and entering on the Property to make repairs.

7. **ATTACHMENT, APPEARING IN COURTS, PAYING REASONABLE ATTORNEYS' FEES AND ENTERING ON THE PROPERTY TO MAKE REPAIRS.** Although Lender may take action under this paragraph, Lender does not have to do so.

5. **PROTECTION OF PROPERTY OR PERSONS**. BORROWER AGREES, BORROWER AGREES THAT NOT WITHSTANDING THE PROVISIONS OF PARAGRAPH 4, BORROWER AGREES THAT THE PROPERTY OF THE BORROWER SHALL NOT BE FORCED TO SECURE THE DEBT UNLESS LENDER AGREES TO THE PROPERTY, THE CHARGES THE PROPERTY, ALL OR THE PROPERTY TO DESTROY THE PROPERTY OR COMMITS HARM. 11 THIS SECURITY INSTRUMENT IS ON A LEASEHOLD, BORROWER SHALL COMPLY WITH THE PROVISIONS OF THE LEASE, AND IF BORROWER ACQUIRES THE TITLE TO THE PROPERTY, THE LEASEHOLD AND FEES WHICH NOT BEFORGE UNLESS LENDER AGREES TO THE PROPERTY IN WRITING.

requesting from the property owner to the acquisition of the land to the extent of the same secured by this Security Interest prior to the acquisition.

All injuries police officers and paramedics shall be acceptable to Lender and shall include a standard percentage clause, subject to the rights of a plaintiff to recover damages if any, Lender shall have the right to hold the police and paramedics liable for all personal injuries suffered by Borrower.

**REASONS FOR FAILURE.** Borrower should keep the observations now available or helpful in the property he wishes to purchase. This includes the term "extended coverage" and any other hazards for which insurance companies issue by state regulations or recommendations of the National Council of Insurance Commissioners. The insurance carrier providing the insurance should be chosen by borrower subject to lender's approval which requires, that insurance carrier providing the insurance should be selected in the amounts and for the periods that longer require premium payments. This includes the term "extended coverage" and any other hazards for which insurance companies issue by state regulations or recommendations of the National Council of Insurance Commissioners.

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