INOFFICIENTS COPY

Account No. 1 Loan No. 180779

Title No.

WHEN RECORDED MAIL TO:

This document was prepared by:

United Air Lines Employees' Credit Union P.O. Box 66100

Chicago, IL 60666

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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Illinois

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OPEN-END MORTGAGE

THIS MORTGAGE, ("Security Instrument"), is made July 30, 1990, between DIANE L FRISCH*6 MARGARET A FRISCH a spinster herein called Borrower, whose address is 32 FALLSTONE DR, STREAMWOOD, IL \$2503, 60107 and UNITED AIR LINES EMPLOYEES' CREDIT UNION, herein called Lender, whose address is P.O. Box 66100, Chicago, Illinois, 60666.

a spinster In order to secure the debts as described below, Borrower, intending to be legally bound hereby, loes hereby grant convey to Lender and Lender's successors and assigns the following property located in COOK County, Illinois described as:

LOT 92 IN CANTERBURY UNIT TWO. BEING A SUBDIVISION IN THE SOUTH 1/2 OF SECTIO: 14, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MER ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1983 AS DOCUMENT 26888398, IN COOK COUNTY, ILLINOIS PIN 06-14-414-019-0000 CKA: 32 FALLSTONE DR STREAMWOOD, IL 60107

TO HAVE AND TO POLD this property unto the Lender and the Lender's successors and assigns, forever, together with all the improvemen's row or hereafter erected on the property, and all casements, rights, appurtenances, rents, royalties, mineral, oil and con rights and profits, water rights and stock and all fixtures now or hereafter a part of this property. All replacement and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that B prower is lawfully seised 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 that are listed in the property report obtained oy Lender, (collectively, "Permitted Encumbrances"); it being understood and agreed, however, that the recital thereof here is shall not be construed as a revival of any encumbrance which for any reason may have expired. Borrower warran'ts no will defend generally the title to the Property against all claims and demands, subject only to the Permitted Encur o ances.

THIS SECURITY INSTRUMENT IS MADE TO SECURE TO THE LENDER THE FOLLOWING DEBTS AND OBLIGATIONS:

- (1) Performance of each agreement of Borrower inco porated by reference or contained herein, and
- (2) Payment of the indebtedness due and to become due under, and performance of the terms, and conditions under a consumer revolving loan agreement entitled "United Air Line, Employees' Credit Union Home Equity Secured Open-End Variable Rate Note and Truth-In-Lending Disclosure Statement" (herein "the Note") dated the same date as this Security Instrument, and all modifications, extensions, renewals, and rains atements thereof. The Note contemplates a series of advances, of a revolving nature, to be made, repaid, and ren ade, from time to time, under the terms of the Note with all such advances to be secured by this Security Instrument to the same extent as if such future advances were made on the date of execution of this Security Instrument. The total outstat dir.g principal balance owing at any time under which sum is referred to in 'ne Note as the "Initial Credit Limit". the Note shall not exceed \$ 82,000.00 The outstanding principal balance does not include the finance charges, or other costs which may accrue under the Note. The entire indebtedness under the Note, if not paid sooner, is due and payable on July 1, 2010
- (3) The Note provides for an initial interest rate of 9.90 %. The Note provides for changes in the interest rate, as follows:

A. Variable Rate.

The Annual Percentage Rate and its corresponding daily periodic rate may increase or decrease. The Introductory Annual Percentage Rate is not determined by the use of the independent Index described below. The current daily Percentage Rate includes only interest and not other charges.

My Annual Percentage Rate may change between Change Dates if my method of making payments changes, and I either become eligible or lose my eligibility for the 25 basis point reduction in my Annual Percentage Rate.

B. The Index.

Beginning on the first Change Date, my Annual Percentage Rate will be based on the Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as published by the Federal Reserve Board in its weekly Statistical Release (H.15). The Index also is published each Tuesday in the Key Interest Raics table of The Wall Street Journal. The most recent Index figure published by the Federal Reserve Board as of the date 45 days before each Change Date is called the "Current Index".

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OPEN-END MORTGAGE

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CKE: 32 FALLSTONE DE STREELSWOOD PIN 05-14-614-019-0000

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TO HAVE AND TO POUD this property halo the Leaser and the Lease to the lease the leases and describe the contribution of the minimal the improvements how or hereafter exected on the property, and all the improvements how or hereafter exected on the property, and all the improvements how or hereafter exected on the property. counties inficial off and gas rights and profits, water applies and stock and all relates have a fact all as part all his property: All replicement and additions also shult be covered by any Scare by Lastranian - All or have being in referred to in this Security instrument as the "Property".

HORROWER COVERNMENTS that borrower is inveluity series on sockets exact constructions of the real processors and convey the frequency and that the frequency of constructions are find that the frequency of the construction of the property depotent obtained by Lander, (collective), frequency of the construction of the recital thereof herein shall not be constructed as a series of the construction of the c reason may have expired. However warrants and will defend enverthe that the last its secretar affection all current and demands, subject only to the Permitted Encumbration

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B. The index.

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If the Index ero onger and able you may those the intexted of jet the Margh in accordance with federal law. You will give me notice of any substitute index or adjustment in the Margin. My Annual Percentage Rate will not change at the time of the substitution of indices or the adjustment in the Margin due solely to the substitution or adjustment.

C. Calculation of Changes.

On each Change Date you will add 200 basis points (2.00 percentage points, called the "Margin") to the Current Index. If Lam participating in the payroll deduction plan or have agreed to permit preauthorized transfers from my Share Account and there is a sufficient balance in my Share Account, you will reduce this amount by 25 basis points. The result will be my new Annual Percentage Rate, but will be subject to the limitations set forth in Subparagraph D. below.

D. Limits on Changes.

My interest rate will never be increased or decreased on any single Change Date due to a change in the Index by more than 2:00 percentage points from the Annual Percentage Rate I have been paying for the preceding twelve months. If on the same Change Date I also change my method of payment, my Annual Percentage Rate could increase or decrease an extra one-quarter of a percentage point resulting in a maximum change of 2.25 percentage points on any one Change Date. My ANNUAL PERCENTAGE RATE will never be greater than 14% nor less than 8%.

E. Effect of Change.

If my Annual Percentage Rate increases, my payment will increase. If my Annual Percentage Rate decreases, my payment will decrease.

DUE ON SALE PROVISION:

Borrower agrees that in the event of sale, transfer, conveyance, or alienation of the Property described herein or any part thereof, whether voluntary or involuntary, Lender shall have the right, at its option, to declare all sums immediately due and payable ur and the Note. No waiver of this right shall be effective unless in writing. Consent by the Lender to one such transaction shall ro, be a waiver of the right to require such consent to later transactions. Borrower agrees to notify Lender immediatry if Borrower enters into an agreement to sell or transfer all or part of the Property described

BORROWER AND LENDI'R COVENANT AND AGREE AS FOLLOWS:

- (1) Payments. Borrower shall promitly pay when due all payments on the Note and on all other obligations which this Security Instrument secures.
- (2) Revolving Nature of Indebtedness According to the terms of the Note, the unpaid balance of the revolving line of credit secured by this Security Instrument ray at certain times be zero. Notwithstanding this fact, the Lender may make additional advances under the terms of the No. to the Borrower. Therefore, the interest of the Lender in this Security Instrument will remain in full force and effect (ven though from time to time there is a zero balance under the Note.
- (3) Prior Security Instruments; Charges; Lien. Borrower shall perform all of Borrower's obligations under any mortgage; deed of trust, or other security instrument vith a lien that has priority over this Security Instrument, including Borrower's covenants to make payments when due.

Borrower shall pay at least 15 days before they are delinquent, all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this courity Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, except a Permitted Encumbrance. If Lender determines that any part of the Property is suo contain which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien within 10 days of the giving of notice.

(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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires, subject to applicable law. The carrier providing the insurance coverage shall be chosen by Bori owe subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standar's mortgage clause naming Lender as an additional insured. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 restore or repair the Property damaged, if restoration or repair is economically feasible and Lender's security is not lessened. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

- (5) Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall
- rotection of Lender's Rights in the Property. 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 condemnation or forfeiture or to enforce laws or 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. For example, Lender may pay any sums secured by a lien which has priority over this Security Instrument, appear in court, pay reasonable attorneys' fees or enter on the Property to make repairs. Although Lender may act under this section, Lender does not have to do so. If any amounts are disbursed by Lender under this section, such

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iof Protocional Lander's Rights in the Property. If Parrower fails to particulate each care, and governous gondined in this Security Instrument or there is a legal proceeding that now the activity all the control is a more than the Property (such as a proceeding in bankruples, probate, for condensation of the control of the condensation of the condens August Mander may do and pay for whatever is necessary to predect such as a control of the contr shall become add tio talded of he frower see red by this Sourit line in the date of disbursement at the rate in effect under the Note and shall be payable, with interest, upon demand from Lender to Borrower.

- (7) Condemnation. The proceeds of any award or 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 assigned and shall be paid to Lender. The proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.
- (8) Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to start proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- (9) Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the limitations on Borrower's ability to transfer the Property as explained in the Due on Sale Provision above. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the 'erms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- (10) Not ces. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by urrice ass mail unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address shown on Page 1 or any other address Lender designates by notice to Borrower. Any notice provided for ir the Security Instrument shall be deemed to have been given as to Borrower or Lender when given as provided in this section.
- (11) Governing Law, Severability. This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, to be live of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument on the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- (12) Forcelosure. Borrower shall be in default and Lender may forcelose this Security Instrument if (1) Borrower fails to make payments as provided in the 1% c. (2) Lender discovers that Borrrower has committed fraud or made a material misrepresentation with respect to the obligations secured by this Security Instrument or (3) Borrower takes any action or fails to take any action that adversely affects, ender's security for the Note or any right Lender has in the Property. Lender shall give notice to Borrower prior to the Leginning of an action to forcelose this Security Instrument. Any such notice that is given shall specify: (a) the detroit; (b) the action required to cure the default; (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured; and (d) that failure to cure the defaultion or before the date specified in the 10% may lead to forcelosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the forcelosure proceeding the non-existence of a default or any other defense of Borrower to receive and forcelosure. If the default is not cured on or before the date specified in the notice; Lender at its option my require immediate payment in full of all sums secured by this Security Instrument without further demand and may forcelose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the renedies provided in this paragraph 11, including, but not limited to, reasonable attorneys' fees and costs of the enders.
- (13) Lender in Possession. Following the sending of a notice of default by Lender or abandonment of the Property by Borrower, Lender (imperson, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including to se past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and the 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 Security Instrument.
- (14) Release. At any time when all sums secured by this Security Instrument have been pool in full, Borrower may request Lender to terminate the Note and cancel this Security Instrument without charge to Brower. Borrower shall pay any recordation costs.
 - (15) Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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- (2) Condemnation. The proceeds of any award or claim for damages, director consequence, in correction with one condemnation or other taking of any pair of the Property, or for conveyance in item of condemnation or any brichy and stall the paid to Lenders The proceeds shall be applied to the sums secreted by this Security hat any excess paid to Barrower.
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 - (10) Notices. Any notice to Borrower provided for in the Security is come which be in a common to the angular and tanking it by first class minit unless applicable law requires use of another action. The new of the first class minit unless applicable law requires use of a new of the first class mail to be andress shown on Page 1 or any other address funder to be a rice to iterate and the law of the first class mail to be decided for its first class of the content of the content of the content of any other property of this Security Instruments that be decided from the form the content of this section.
 - (11) Governing Law Severability. This Society Instrument shall be givened to look of the control of the extension of the formal precimpted by federal law, to the law of the jurisdiction in which had been on the control of this Security Instrument of the Note conflicts with applicable as well conflicts that is security instrument of the Note conflicts with applicable as well conflicts that Security Instrument of the Note which can be given without the conflict of this Security Instrument and the Note are from a look over the conflict.
- (12) Foreslosure. Borrower shall be in default and Lembre. A tenation the Courier to the make payments as provided in the Note, (2) Londer. The courier to the defension with respect to the obligations are all of the courier to the control material interpretation with respect to the obligations are all of the courier to the factor of the courier to the courier to the factor of the courier to the courier to the factor of the courier to the courier to the factor of the courier to the courier the courier the courier the courier to the courier of the courier the course the course the course the course of a tenation of the courier the course the cou
- (13) Londer in Passersin. Collowing the sending of a notes of detactive transcent about a control of the Engrower, Londor (in person, dy agent or by judicially appearant testifet and the entitle transcent and the collective two passers and the collective testifet the Property including the control of the entitle trees of the collective the payment of the costs of reconstituted at the payment of the costs of reconstituted at the payment of the costs of reconstituted at the costs of the costs of
 - (34) Relays. At any time when all sums wound by this Scientity Instrument have been politive toll, Berrowa, may request? Indeed so temperate the Note and cancel this Scientifical without charge as (acrowar shall payany contraction contaction contraction contaction contraction contr
 - (15) Minor of Homestead. Borrower waters all right of hundred exemption in the Property.

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BY SIGNING BELLW BOT CCCC Its and Cresto by Leighn Col Con Rats cantailed in this Security Instrument.

	- Cane L. Frisch (Scal) Diane L. Frisch Borrowe
	Margaret A. Frisch -Borrowd
State of Illinois County of COK. ss:	
1 the undersigned That Diane L. Frisch, a spinster	a Notary Public in and for the said county and state certify AND MIDAYET A. Frisch, personally known
to me to have same person whose name ave	subscribed to the foregoing instrument, appeared before me this signed and delivered the instrument as HOP I free and
voluntary act, for the uses and purposes therein set	
My commission expires: 5/14/94	

COOK COUNTY, ILLINOIS

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My commission expires:

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