August 23, 1991

CONSIDERATION AND GRANT OF MORTGAGE

This mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Homeowner's Equityline Account Contract ("Account"). Mortgages is obligated to make future advances on a continuing basis, for five (5) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party Interested in the details related to Mortgagoe's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagoe directly. In consideration of Mortgagor(s) advances to Mortgagor(s) Account, Mortgagor(s) Account, Mortgagor(s) Account, Mortgagor(s) and warrants to the Mortgagoe, its successors and assigns, forever, the lend and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, essements and rights of way of the property and all buildings and fixtures

PROPERTY DESCRIPTION

Lot 44 and the North & of Lot 43 in Block 3 in Baker 8 Substitute 18 Southwest & of the Southeast & of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County Principal Meridian, in Cook County Principal Meridian, 133, 14 (1997) 4 (1997

Property Address: 3348 N. Kenmore

MORTGAGOR(S)	MORTGAGEE	
NAME(S)	LINCOLN PARK FEDERAL SAVINGS AND LOAN ASSOCIATION ADDRESS 1946 W. IRVING PARK ROAD CITY CHICAGO	
Christopher O. Deardurff and Roseanne K. Deardurff, his wife		
ADDRESS		
3344 N. Kenmore		
Chicago,		
COUNTY	совиту	STATE
Cook JUinois	COOK	ILLINOIS
PRINCIPAL AMOUNT (MORTGAGOR'S CREDIT LIMIT)		
One Hundred Thousand and Mo/100		\$ 100,000.00

- COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures
- PAYMENT. The Mortgagor(s) will pay all indebtedness secured by 2rd. Mortgago according to the terms of the Contract between Mortgagor(s) and Mortgagoe which is secured by this Mortange
- Secured by this mortgage:

 COLLATERAL PROTECTION. The Mortgager(s) will keep all of the pulper of the Mortgager(s) protection with an insurer of the Mortgager(s) will pay all taxes, assess in the mortgager when they are due.

 DUE ON SALE. In the event the Mortgager(s) shall sell, assign or otherwise treuse; their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgager's option, constitute a default in the Contract and subject that Contract to the Mortgager's right to demand payment in full
- PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgago indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in delault.
- FORECLOSURE COSTS. Montgagor(s) agree to pay, and this Montgage shall secure, if a payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.
- FORECLOSURE AND SALE. In the event the Mortgagor(s) defaults on the payment of any lide bledness secured by this Mortgage or commits any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitle. Account Termination and Acceleration of Amount Due, the Mortgage may proceed to foreclose under the Mortgage Foreclosure Law for the State of Illinois or under any off er statutory procedure for foreclosure of a mortgage. The Mortgagor(s) hereby waives and releases all rights under any homestead or exemption law that might otherwise offect the roal estate being mortgaged hereunder.
- CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions atmoutable? The Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts a identified the payments.

ment, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender recripts a identing the payments.

HAZARD OR PROPERTY INSURANCE, Borrower shall keep the improvements now existing or hereally refer ad on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which cell derive uses insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall ricid osen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. Lender may, at Lender's order, obtain coverage to protect Lender's rights in the Property in accordance with paragraph. If.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause in male shall have the right to hold the policies and renewals if the order requires. Borrower shall promptly give to Lender all receipts of paid premiums and renewal incline. In the event of loss, Borrower shall give prompt toollar to the insurance carrier and 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 to the "proceed shall be applied to the sums secured by this Security instrument, whether or not then due with any excess paid to Borrower. Borrower shall be insurance proceeds. Lender may only a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may of "of the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower.

may use the proceeds to repair or restore the croperty or to pay sums accured by this design, including a state of proceeds to be proceeded to principal shall not extend or postpone the dur of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraphs 22, the Property is acquired by Lender, Bor own is right to any insurance policiaes and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by, this Security Instrument

- OCCUPANCY, PRESERVATION, MAINTENANCE AND "ROTECTION OF THE PROPERTY: BORROWER'S LOAN APPLICATION; LEASEMOLDS, Borrower shall OCCUPANCY, PRESERVATION, MAINTENANCE AND "ROTECTION OF THE PROPERTY: BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deterioritle, or commit waste on the Property. Borrower shall be in default if any forfeture action or proceeding, whether civil or cirminal, is begun that in Londer's good faith judgement could result in forfeture of the Property or otherwise materially impair the filen created by this Security instrument or Lender's good faith determination, precludes forfeiture of the Borrower interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially talse or inaccurate information or statements to Lender's for failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not timited to, representations concerning Borrower's occupancy of the Property in a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease of Borrower acquires fee title to the Property. It Borrower to process and agreements contained in this Security Instrument or there.

 PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower to process the process of the property and agreements contained in this Security Instrument.
- If Borrower acquires fee title to the Property the leasehold and the lee title shall not merge unless Lender agrees to the merger in writing.

 PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower falls 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, prohate, 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. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 11, Lender does not have to do so.

 Any amounts disbursed by Lender under this paragraph 11 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Purrower requisition payment.

Lender to Borrower requesting payment

- INSPECTION. Lender or its agents may make reasonable entries upon and inspections of the Property, Lender shall give Borrower notice at the time of or prior to an nspection specifying reasonable cause for the inspection
- 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 hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence 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.
- 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 provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several
- NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated heroin or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. B0X 220

GOVERNING LAW: SEVERABILITY. This School patrol of the Note of emed by School law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note which can be given effect without the conficting prevision. To use elections on the Security instrument and the Note are declared to be severable. 16 BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 18 Security Instrument. Gecury instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sumes secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration fo this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contenned in this Security Instrument, or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable altroney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 18.

SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

MAZAROUS SUBSTANCES address to which payments should be made. The notice will also contain any other information required by applicable law MAZARDOUS \$UBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and 2 is Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, this time is removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 21 Hazardous Substances' are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flumn as te or toxic petroleum products, toxic pesticides and herbicides, volable solvents, materials containing asbestos or formalisehyde, and radioactive materials. As used in this paragraph 21 in a paragraph 21 "Environmental Law" means federal laws and taws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. safety or environmental protection NON-UNIFORM COVENANTS. Force or and Lender further covenant and agree as follows: NON-UNIFORM COVENANTS Force and Lender further covenant and agree as follows:

ACCELERATION; REMEDIES, Lender (s\vert) give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration, under paragraph 18 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not keep any paragraph 18 unless applicable law provides otherwise). The notice shall the acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Proprize. The notice shall further inform Borrower of the right to relineate after acceleration and the right to seem in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not if if yo [lon may require immediate payment in rule of all sums secured by this Security Instrument without further demand and may foreclosure this Security Instrument without further termediate provided in this paragraph 22, including, but not limited to, reasonable attorneys' free and costs of title evidence.

MELECALE Instrument without charites to Sourower. Borrower is particularly unstrument without charites to Sourower. Borrower is provided in this paragraph 22, including, but not limited to, reasonable attorneys' free and costs of title evidence. RELEASE, Upon payment of all sums secured by this Security has rument, Lender shall release this Security Instrument without charge to Borrower Borrower shall pay environs subject to the costs WAIVER OF HOMESTEAD, Borrower waives all right of homestriad exemption in the Property ADDITIONAL PROVISIONS Solly Clothic SIGNATURES - MORTGAGOR(S)/NOTARIZATION SIGNED AND SEALED BY MORTGAGOR(S) Date: 8-23-91 INDIVIDUAL BORROWER/MONTO COR DIVIDUAL BORROWER/MORT AGOR Date. Date: MOIVIDUAL BORROWER/MORTGAGOR INDIVIDUAL BORROWER/MORTGAGOR State of Illinois) 55 COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the State aforesaid the as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. ZOFFICIAL SEALO Given under my hand and official seal, wis COLLEEN BUTTERLY leenbutterle Commission expires: Notary Public, St. to of Illinois My Commission Expressione 26, 1993 Notary Public When Recorded Return to LINCOLN PARK FEDERAL SAVINGS AND C. Butterly
Address City State LOAN ASSOCIATION 1946 W. Irving Park Rd. 1946 W. IRVING PARK ROAD CHICAGO, ILLINOIS 60613 Chicago, IL 60613