RECORDATION REQUESTED BY: 309 West Washington, Buite 350

WHEN RECORDED MAIL TO:

United Bell Credit Union

Chicago, IL 60606

United Bell Credit Union 309 West Washington, Suite 350 Chicago, IL 60606

SEND TAX NOTICES TO:

REI ATTORNEY SERVICES #+



92505100

DEPT-01 RECORDING 131.00 T#3333 TRAN 1081 08/03/92 12:14:00 #-92-568103

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE	M	OR	TG	AGE
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AMOUNT OF PRINCIPAL INDEST SUNESS: \$ 20,000.00
THIS MORTGAGE IS DATED July 15, 1992 between Rosa W. Lancaster a/k/a Rosa Lancaster.
Divorced and Not Since Remarried
whose address is 7313 S. Kenwood Ave., Chicago, IL 60619
(referred to below as "Grantor"); and United Seli Credit Union, whose address is 309 West Washington, Suite 350, Chicago, IL. 60606 (referred
to below as "Lender"), a corporation organized any exhibing under the laws of
2. GRANT OF MORTGAGE. For valuable consideration Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and futures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalites, and profits relating to the real property, including without limitation any rights the Grantor later acquires in the less simple title to the land, subject to a Lease, if any, and all minerals, oil, gas, geothermal and similar matters, located in Cook  Cook  State of litting (the "Real Property"):

Lot 7 in M. Byron Rich's Subdivision of the East 1/2 of the North East 1/4 of the South West 1/4 of the North East 1/4 of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

date by which all indebtedness under the Credit Agreement and this Mortgage is due is July 15, 1997

revolving line of credit is a variable interest rate based upon an index. The index currently is  $\frac{6.5}{1000}$  applied to the outstanding account balance shall be at a rate  $\frac{1.000}{1000}$  percentage points.

18,000% per annum or the maximum rate allowed by applicable law.

. The interest rate under the

% per annum. The interest rate to be

percentage points above the index., subject however to the

				SO,C	92	92568103		
The Real Property	y or its address is commonly known as	7313 S.	Kenwood	Ave., Cnic.	ago, IL	60619		
Property Tax ID No.:	20-26-219-007				-60	<del></del>		
	ns to Lender all of Grantor's right, tille, and interest in	and to all leas	es of the Prop	perty.				
	following words shall have the following meanings we attributed to such terms in the Illinois Uniform Corne		his Morigage	. Terms not other	wise defined	in this Mortgage		
Barrower. The wi Mortgage.	ord "Borrower" means each and every person who si	gns the LOAf	NLINER® Ho	me Equity Plan Cre	ıdil Agreem	ent socuted by the		
Lender and Granto	The words "Credit Agreement" mean the revolvi or with a credit limit of the amount shown on the first terfloresings of appropriately set and autostrutions.	page of this :	Security Instri	umeni, logether wi	ith all renew	rais of, extensions		

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without fimilation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

following minimum and maximum rates. Under no circumstances shall the interest rate be less than 7.500% per annum or more than the lesser of

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improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving time of credit, which obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding belance owing at any one time, not including linance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or ferminate Lender's obligation to advance funds to Grantor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance.

Lease. The word "Lease" means any lease between Grantor and the Lessor of the Property.

Lender. The word "Lender" means United Bell Credit Union, its successors and assigns. The Lender is the mortgage under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter altached or affixed to the Reaf Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions to, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of promiums) from any sale or other disposition of the Property.

Property. The word "Property" remains collectively the Real Property and the Personal Property.

Real Property. The words "Real furperty" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Fielded Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all rents, revanues income, issues, royalties, and profits from the Property.

THIS MORTGAGE, AND, IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEDTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLL DWING TERMS:

- 3. PAYMENT AND PERFORMANCE. Except as offerwise provides in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under the LOANLINER® Home Equity Plan Credit Agreement and under this Mortgage.
- 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Granter shall maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promotly perform all repairs and maintain the Property in tenantable condition and promote the promote the promote the property in tenantable condition and promote the property in tenantable condition an

Hazardous Substances. Granter represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, at seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SAP"), applicable state or Federal laws, or regulations adopted pursuant to any of the foregoing. Granter authorizes Lender and its agents to entire upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this such of the Mortgage. Granter hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Granter hereby stable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims and the satisfaction of this paragraph of the Mortgage. This obligation to indemnity shall survive the payment of the hold-bledican and the satisfaction of this Mortgage.

Hulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any limber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to affend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lander's interests in the Property are not peopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unaffended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

5. COMPLIANCE WITH LEASE. If there is a Lease on the Property, Grantor will pay all rents and will strictly observe and perform on a timety basis all other terms, covenants, and conditions of the Lease. Grantor further agrees (a) not to surrender, terminate, or cancel the Lease, and (b) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. No estate in the Property, whother fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender's express written consent; rether these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

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- 6. REHABILITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Grantor may enter into with Lender. Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 7. DUE ON SALE CONSENT BY LENDER. Lender may, at its option, have the right to accelerate, that is, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. If Grantor sells or transfers the Real Property without the written consent of Lender, then, prior to acceleration Lender shall give notice to Grantor. The notice shall provide a period of not less than ten (10) days from the date of the notice within which Grantor may pay the sums declared due. If Grantor fails to pay those sums prior to the expiration of such period, Lender may, without further notice or Jernardor, invoke any remedies permitted in this Mortgage. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outlight sale, deed, installment sale contract, land contract, contract for deed, lead that holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibiled by tederal law or by Illinois law.
- a. TPANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage:

Notice of Transfer. Grantor shall give notice to Lender, as provided in this Mortgage, prior to any sale or transfer of all or part of the Property or any rights in the Real Property. Any person to whom all or part of the Real Property is sold or transferred also shall be obligated to give notice to Lender, as provided in this Mortgage, promptly after such transfer.

Advances After Transfer. All amounts advanced under the LOANLINER® Home Equity Plan Credit Agreement, up to the Credit Limit, are secured by this Mortgage, whether advanced before or after sale or transfer of the Real Property, except any amounts which may be advanced by Lender more than five (5) days after notice to Lander, as provided in this Mortgage, that such transfer or sale has occurred. Even if Grantor transfers the Real Property, Grantor will continue to be obligated under the Cradit Agreement and this Mortgage unless Lender releases Grantor writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Grantor, Lender may require that the person to whom the Teath Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

9. TAXES AND LIENS. The Nowing provisions retaining to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall programment due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges to vised against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnisms to the Property. Grantor shall maintain the Property free of all it ins having priority over or equal to the interest of tender under this Mortgage, except for the iten of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the billowing paragraph.

Right To Contest. Grantor may vithhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien erises or is filled as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is lied, within fifteen (15) days after Grantor has notice of the filling, secure the discharge of the lien, or if requested by Lender, deposit with Lender or shall corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and also leys fees or other charges that could accrue as a result of a foreclosure or sate under the lien. In amy contest, Grantor shall defend itself and Lender at dishall satisfy they adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any sure? I bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand winish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to cally in to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at local them (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

10. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage. 92568103

Maintenance of Insurance. Granter shall procure and maintain policier of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements or, the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lendr... If the Real Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Scantor egrees to obtain Federal Flood insurance to the extent such insurance is required and is available for the term of the loan and for the full impaid principal balance of the team. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurar containing a stipulation that coverage will not be cancelled or diminish as without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damacs to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. If, in Lander's judgment, the restoration or repair is economically leasible and Lender's security is now bestoned, insurance proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically (sasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage whether or not then dile, with any excess paid to Grantor abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore this Property or to pay sums secured by this Mortgage, whether or not then due.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure of the Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of ir surance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall ar ply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

11. EXPENDITURES BY LENDER. If Granter fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the

Property, Lender on Grantor's behalf may, upon notice to Grantor, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, with (a) be payable on demand, or (b) be added to the balance of the credit line. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

12. WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Granior warrants that: (a) Grantor holds good and marketable title of record to the Property (including a leasehold interest, if any), free and clear of all liens and encumbrances except those of record, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lendor.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the little to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that qualities Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

13. EXISTING INDEB (EURISS). The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Morigage.

Existing Lien. The lie to this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien, if there is such a lien. Grantor expressly covenaris and agrees to pay, or see to the payment of the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by whic's that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept enter ruture advances under any such security agreement without the prior written consent of Lender.

14. CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any pan of the Property is concerned, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedrate under the LOANLINER® Home Equity Plan, subject to the terms of any mortgage or deed of trust with a lien which has priority over this Mortgage. The rel proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lander in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Gruntor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the action may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental laxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lander's lien on the Roal Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Morigage or upon all or any part of the Indebtedness secured by this Morigage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Morigage; (c) a tax on this type of Morigage chargeable (g hins) the Lender or the holder of the Cradit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or an payments of principal and interest made by Grantor.

16. FURTHER ASSURANCES. The following provisions relating to further assurances are a part of this Morigage.

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Further Assurances. Upon request of Lender, Grantor will make, execute and deliver, or will cause to be mad's, executed or delivered, to Lander or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reflied, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security cases, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as truey, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve. (a) the obligations of Grantor under the Cradit Agreement, this Mortgage, and the Related Documents, and. (b) the liens and security interests created by this Mortgage on the Property. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

- 17. FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.
- 18. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits traud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a take statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of little or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.
- 19. GRANTOR'S RIGHT TO CURE. Upon the occurrence of any Event of Default (other than fraud or material misrepresentation) and prior to exercising any of the rights and remedies provided in this Mortgage or by law, Lender shall give notice as provided in the Mortgage and as required by applicable law. The notice may be combined or sent with any notice required by applicable law and shall specify: (a) the Event of Default; (b) the action required to cure the default; (c) a date not less than thirty (30) days (or any longer period as required by applicable law or elsewhere in this Mortgage) from the date the notice is given to Grantor by which the default must be cured and (d) that failure to cure the default 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 Grantor of the right to reinstate after acceleration and the right to assert in a foreclosure proceeding the nonexistence of an event of default or any other defense

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of Orantor to acceleration and sale. However if Lender has given Grantor a right to cure with respect to a prior Event of Default which occurred within three hundred sixty—five (355) days of the present event of Default, Grantor shall not be entitled to receive the right to cure described in this paragraph.

20. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Everit of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option to declare the entire indebtedness immediately due and payable.

Mortgagee in Possession. Lander shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the LOANLINER® Home Equity Plan Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private also or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days below the time of the sale or disposition.

Walver; Election of Hemedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prajudice the party's rights otherwille to demand strict compliance with that provision or any other provision. Election by Lender to pursue any ramedy shall not exclude pursuit of article remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor triple form shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Atterneys' Fees: Expense . 1 Lander institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may addicage reasonable as atterneys' fees at Irial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by 'Londer that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of the rights shall become a part of the Indebledness payable on demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses Covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's atterneys' fees and legal expenses whether or not there is a lawsuit, including atterneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic is 'any or injunction), appeals and any anticipated post—judgment collection services, the cost of searching records, obtaining title reports (including for closure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court cost, in addition to all other sums provided by law.

- 21. NOTICES TO GRANTOR AND OTHER PARTIL S. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective, then actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the beginning of this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.
- 22. ASSOCIATION OF UNIT OWNERS. The following provisions pupily if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of ne Rual Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of apairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or try an include or regulations thereunder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

23. MISCELL ANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Microsque:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire under standing and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be sife clive unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Grantor's Copy of Documents. Lender agrees to provide Grantor with a conformed copy of both the LCAP\_INER® Home Equity Plan Credit Agreement and this Mortgage at the time they are executed or within a reasonable time after this Mortgage is recorrect.

Merger. There shall be no merger of the interest or estate created by this Mongage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If fossible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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Successors and Assigns. Subject to the limitations stated in this Mortgage on Iransfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of torbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Modgage.

Waiver of Homestead Exemption. Granior hereby releases and waives all rights and benefits of the homestead exemption laws of the State of illinois as to all indebtedness secured by this Morigage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or emission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. CRINTOR Signed, acknowledged said delivered in the presence of: Wilness Wilness This Mortgage prepared by: Thomas J. Anselmo, 1807 West Diehl Road, Naperville, Illinois INDIVIDUAL ACKNOWLEDGME Illinots STATE OF ) 88 92568103 COUNTY OF Cook On this day before me, the undersigned Notary Public, personally appeared Rosa W. Lancaster a/k/a Rosa Lancaster, Jr., Divorced and Not Since 82 to me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that they signer Divorced and Not Since & married Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. day of July Given under my hand and official seal this ... Reskilna at Illinois My commission expires Notary Public in and for the State of

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