REI TITLE GLARANTY ORDER # C57746 1600.

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remanent Tax Number: 08-15-405-002, which has the address of 1829 W111ow Mount Prosess Illinois 50055 (Property Address) appurtenances, rents, royalties, mineral, oil and additions, shall also be covered, by this Security Instrument as the "Property and all faxing and in fights, not research and convey the property. All replacements and additions shall also be covered, by this Security Instrument as the "Property. BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the rights of ecord. Borrower warrants and will defend generally the title to the Property against all claims, and demands and subject to any encumbrances of record. There is a prior mortgage from Borrower to MA COVENANTS: Borrower and Cender 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 first to interest, then to other charges, and then to principal.	This Security Instrument is given to The First: National Bank which is a National Bank organized and existing under the	elaws of the United States of America
Dollars (U.S. <u>\$. \$5.000.00</u>) or the aggregate unpeld amount of all loans; and any disbussments made by Lender, pursuant to that certain Equity. Cradit Line Agreement of even data hexewith escouled by Borrower (Agreement), whichever is less. The Agreement is, hereby incorporated in this Security Instrument by reference in this debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full least, if not paid earlier, due and payable five years from the Issue Date (as defined in the Agreement). The Lender of the Common of the C	whose address is One First National Plaza Chicac	TO :::!!!(nois: 50570: ("Lender"); Borrower lower
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Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license face and other charges, against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good, faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited; lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

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. The insurance carrier providing the insurance shall be chosen by Borrower 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 standard mortgage clause. Lender shall have the dight to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of party premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier at olderness. 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 of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. If the restoration or repair is not economically feasible or Lender's security would be tessened, 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. If Borrower abandons the Property, or does not enswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may coffect 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. The 30-day period will begin when the notice in given.

If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies 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 Immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property; Leasely It's. Borrower shall not destroy, damage, 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 provisions of the Lase, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agree, to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower falls to prinom the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may be informed affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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 attorneys fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do any

Any amounts disbursed by Lender under this paragraph shall become additional debt of bo gover secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these almost shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, up or notice from Lender to Borrower requesting payment.

- 7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is sufficient to collect and apply the proceeds, at its option, either to restoration or repair of the Federity or to the sums secured by this Security Instrument, whether or not then due.

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Mortgage

- 9. Borrower Not Fieleased: Forbearance By Lender, Not a Walver, in 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 successor in Interest or stratuse to interest, in 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 sinterest. A walver limitions or more instances of any of the terms, covenants, conditions on provisions hereof, and expressionly, and no such thereof, shall apply to the particular sinstance or instances and at the particular time or times only, and no such walver shall be deemed a continuing walver but all of the terms, covenants, conditions and other provisions of this Security instrument and so the Agreement shall survive and continue to remain in full force and effect. No walver shall be asserted against Lender, unless in writing algored by Lenders problems and other provisions of the learness of inference of inference and adaptive defect.
- 10. Successors and Assigns Bound; a Joint and Several Liability; a Co-alginers. The decoverants county agreements of this Security Instrument; shall bind and benefit the successors and assigns of Lender and Borrower; subject to the provisions of paragraph 15. If ithere is more than one party as Borrower, each of Borrower's coverants and agreements shall be joint and several. Any Borrower who co-algoriths Security Instrument but does not execute the Agreement; (a) is co-algoring this Security Instrument only to mortgage; grant and conveys that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the suma secure is by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify; or bear or make any accommodations with regard to the terms of this Security Instrument on the Agreement without that Borrower's consent.
- 11. Loan Charges. If the tour secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the committed limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the crunge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
- 12. Notices. Any notice to Borrower provided (or in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required 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 here. In 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.
- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 14. Assignment by Lender. Lender may assign all or any portion of its interest hereined and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or the lender shall thereupon have no further obligations or the lender shall thereupon have no further obligations or the lender shall the results of t
- 15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. It rails 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 uption, 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 Security 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 sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or demand on Borrower.

16. 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 entry of a judgment 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 Agreement had no acceleration 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 attorneys' fees; (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; and (e) not use the provision more frequently than once every five years. 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 15.

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17. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

- 18. Acceleration: Remedies: Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (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 default on or before the date specified in the notice may result in: acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosures. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrumient without further demand and may foreclose this. Security Instrument by judicial proceeding. Lender shall be shall be collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18; including, but not limited to, reasonable attorneys, fees and costs of this evidence.
- 19. Lender in Posses (a). Upon acceleration under Paragraph 48 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver and be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cores of management of the Property and 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. Moning herein contained shall be construed as constituting Lender a mortgages in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19. In the exercise of the priwer, herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being express, yeaved and released by Borrower.
- 20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
 - 21. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 22. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security instrument or from performing any other obligations contained therein.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Society Instrument as if the rider(s) were a part of this Security Instrument.

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