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HOME EQUITY LINE OF CREDIT MORTGAGE

Account No

Mortgagor Gerald F. Esposito

Address 831 E. 169th Place

South Holland, Il. 60473

Mortgagor Patricia A. Esposito, His Wife

Address 831 E. 169th Place

South Holland, Il. 60473

This instrument was prepared by: M. Fernandez
 Heritage Glenwood Bank
 18301 S. Halsted Street
 Glenwood, Illinois 60425

92257149
 DEPT-11 RECORD-1 \$27.00
 T#5555 TRAN 4105 04/20/92 13:47:00
 #3416 # * - 92 - 257149
 COOK COUNTY RECORDER

This Home Equity Line of Credit Mortgage is made this 10th day of April, 19 92, between the Mortgagor, herein "Borrower", and the Mortgagee, Glenwood Bank, an Illinois banking corporation whose address is 18301 S. Halsted Street, Glenwood, Illinois 60425 (herein "Lender")

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a Glenwood Bank Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated April 10, 1992, pursuant to which Borrower may from time to time until April 10, 2002, borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$50,000.00, the ("Maximum Credit") plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After April 10, 2002, (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. All amounts borrowed under the Agreement plus interest thereon must be repaid by April 10, 2002 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois

THAT PART OF LOT SEVENTY EIGHT LYING SOUTHWESTERLY OF A LINE DRAWN FROM THE MOST NORTHWESTERLY CORNER OF SAID LOT 78 TO A POINT ON THE SOUTH LINE OF SAID LOT 78, DISTANT 93.00 FEET WEST OF THE SOUTHEAST CORNER THEREOF (78)
 LOT SEVENTY NINE (79)
 IN PASQUINELLI'S FAIR MEADOWSTHIRD ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTH 25 ACRES OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 15, 1968, AS DOCUMENT NUMBER 23 73 393.

Permanent Tax Number: 29 23 319 013

which has the address of: 831 E. 169th Place South Holland, Il. 60473
 (the "Property Address");

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the under the Agreement or change the amount of such payment... Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment...

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee...

5. Preservation and Maintenance of Property. Lessor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

3. Charges. Lender, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows: 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

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9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or to refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage if such action is requested by the original Borrower and Borrower's successors in interest.

10. **Tortfeasance by Lender Not a Waiver.** Any tortfeasance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise incurred by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law to the creditor and are not to be construed as independent or alternative.

12. **Successors and Assigns Bound; Joint and Several Liability; Cautions.** This covenant and acts its terms contained shall bind, and the rights shall be enforceable, by and against the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements in this Mortgage shall be jointly and severally. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or change the provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mail or by electronic mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender and by electronic mail and by any means of electronic mail that Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or by such other address if such electronic mail delivery is not to be achieved as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower if the notice was given in the manner designated herein.

14. **Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage shall be held to be void or unenforceable by applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the application of such provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable.

15. **Borrower's Copy.** It is agreed that Borrower shall retain a true and correct copy of this Agreement and of this Mortgage at the time of execution of either recording hereof.

16. **Transfer of the Property.** All of the debt hereunder secured by this Agreement shall be immediately due and payable if all or any part of the Property is sold, conveyed, transferred, encumbered, or otherwise disposed of, whether by operation of law or otherwise, including, in the event of a foreclosure sale, any deed in lieu of foreclosure sale, or any other sale, conveyance, or otherwise, whether by deed or otherwise, and in such event the entire indebtedness secured hereby shall be immediately due and payable.

17. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan, and shall secure not only presently existing indebtedness under the Agreement, but also future advances, whether such advances are obligatory or discretionary, at the option of the Lender, or otherwise, as are made within ten (10) years from the date of recording of this Mortgage, including advances made under the terms of this Mortgage or otherwise, and in such event there may be no advance made by the Lender, and the maximum amount of indebtedness secured hereby shall be the total amount of indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be a continuing lien, and shall extend to all such advances, whether made under the terms of this Mortgage or otherwise, and shall be a first lien in priority to all other liens or interests in the Property, including liens or interests in the Property arising by operation of law or otherwise, and shall extend to all such advances, whether made under the terms of this Mortgage or otherwise, and shall be a first lien in priority to all other liens or interests in the Property, including liens or interests in the Property arising by operation of law or otherwise, and shall extend to all such advances, whether made under the terms of this Mortgage or otherwise, and shall be a first lien in priority to all other liens or interests in the Property, including liens or interests in the Property arising by operation of law or otherwise. The maximum amount secured hereby shall be the maximum amount of indebtedness secured hereby plus the maximum amount of advances made under the terms of this Mortgage, and shall be a first lien in priority to all other liens or interests in the Property, including liens or interests in the Property arising by operation of law or otherwise, to the extent of the maximum amount secured hereby.


18. **Acceleration; Remedies.** If Borrower engages in fraud or material misrepresentation in connection with the Mortgage or the Agreement, or if Borrower fails to pay when due any sums secured by this Mortgage, or if Borrower's action or inaction adversely affects the Property or Lender's rights in the Property, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect such sums plus, but not limited to, reasonable attorneys' fees, and costs of documentary stamps, disbursements, and title reports.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender all of the rents, profits and proceeds of the Property, provided that Borrower shall, prior to a declaration under paragraph 18 hereof or abandonment of the Property, have the right to collect and deliver such sums as they may become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of time hereafter provided, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property, and collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs 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 Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

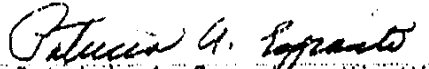
20. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recording, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.


Gerald F. Esposito, Borrower

Esposito, Gerald F.


Patricia A. Esposito, His Wife, Borrower

Esposito, Patricia A.

HOME EQUITY LINE OF CREDIT MORTGAGE

Account No.
Mortgagor: Gerald F. Esposito
Address: 831 E. 169th Place
South Holland, Il. 60473
Mortgagor: Patricia A. Esposito, His Wife
Address: 831 E. 169th Place
South Holland, Il. 60473

This instrument was prepared by M. Fernandez
Heritage Glenwood Bank
1830 S. Halsted Street
Glenwood, Illinois 60426

92257149
REC-11 RECORD-1
105555 TRAD 4100 04/20/92 13 47 00
43416 # X-92-257149
COOK COUNTY RECORDER

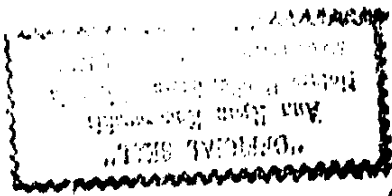
This Home Equity Line of Credit Mortgage is made this 10th day of April, 1992, between the Mortgagor, herein "Borrower", and the Mortgagee, Glenwood Bank, an Illinois banking corporation whose address is 1830 S. Halsted Street, Glenwood, Illinois 60426 (herein "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a Glenwood Bank Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated April 10, 1992, pursuant to which Borrower may from time to time until April 10, 2002 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$50,000.00, the ("Maximum Credit") plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After April 10, 2002 (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. All amounts borrowed under the Agreement plus interest thereon must be repaid by April 10, 2002 (the "Final Maturity Date").

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Heritage Glenwood Bank
M. Fernandez
This instrument prepared by
1830 S. Halsted Street
Glenwood, Illinois 60426

Notary Public
Signature of Notary Public

GIVEN under my hand and official seal this 10th day of April, 1992.
I, Gerald F. Esposito and Patricia A. Esposito, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

the undersigned
Gerald F. Esposito and Patricia A. Esposito
a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS
COUNTY OF COOK
SS.

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