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Equity Credit Line

Mortgage

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THIS MORTGAGE	("Security Instrument") is D_AND_BALLY_D_DEL_BECCARD	s given on	DECEMBER :		The mortgagor
					('Borrower').
whose address is One. Lander the maximum problems (t.l.s. \$ 35 by Lender pursuant to ("Agreement"), whichever this debt is evidenced debt, if not paid earlier, will provide the Borrows Agreement provides the Agreement, The Draw years from the date he instrument secures to I interest, and othe charthe payment of all one the security of this Security Instrument foregoing not to exceed mortgage, grant and couldinois:	Bank organized and a First National Placing Sum of This is 1999, 90), or the against that certain Equity Creater is less. The Agreement which due and payable five year with a final payment not loans may be made Period may be extended reof. All future loans will confer (a) the repayment goe as provided for in the sums, with interest, ach is the Agreement and (c) is and the Agreement and twice the maximum principayer is better the following sums and content and twice the maximum principayer is better the following sums and content and content is twice the maximum principayer is better the following sums and content and content is and content and content is a sum of the following sums and content and content is a sum of the following sums and content is a sum of the following sums and content is a sum of the following sum of the following sums and content is a sum of the following	existing under ties. Chics Chics Chics Chics IRTX-FIVE 2 Ogregate unpaid in the Agreement piece at least 90 from time to do by Lender is have the san tof the dobt on Agreement, winced under githe performance di all renewals cipal sum state wing describe	he laws of the 199, Hilmols 65 HIGUSAND AND de mount of sell in this revides for ment us Date (as defir days before the 11ms during the nellen priority and all renewals paragraph 6 of the of Borrower's extensions and diproperty local	Inited States (679 ("Lender"). No/100 Pans and any dist is herewith execu- is Security Instrum- his interest paym- ied in the Agreem final payment mus- is the original los Agreement, inclu- extensions and r his Security Instru- covenants and ag- if modifications the s purpose, Borro ed in	Borrower owes Dursements made the by Borrower ont by reference. ents, with the full ent). The Lerkfer is defined in the ent later than 20 in. This Security ding all principal, modifications; (b) iment to protect prements under nereol, all of the wer does hereby County,
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TOGETHER WITH all appurtanences, rents, re insurance, any and all avor hereafter a part of thatrument. All of the for	the improvements now coyalties, mineral, oil an vards made for the taking he property. All replace egoing is referred to in the interest to the taking the property.	or hereafter ere d gan rights a p by eminent do ments and d is Security insti-	dambhacter pro- lected on the pro- lected profite, clair pmain, water right dditions shall air rument as the "Pro- lection desprises of the setate hersit	upa (), and all on na or demands its and stock and so be develod to porty".	sements, rights, with respect to all fixtures now by this Security
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2. Application of Pay charges, and then to prin	ments. All payments re	ceived by Lend	der shall be app		it, then to other
3. Charges; Liens. E the Property, and leasete furnish to Lender all no payments directly, and up	Borrower shall pay all taxiold payments or ground lices of amounts to be	os, assessment rents, if any, paid under th	ts, charges, fine Upon Lender's d	s, and Impositions equest, Borrower he Borrower she	attributable to shall promptly
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Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees 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 turnish 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 polities and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of priki premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Unider. 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 damager, if the restoration or repair is economically feasible, Lender's security is not leasened and Borrower is not in default under this Security Instrument or the Agreement. If the restoration or repair is not economically feasible or Lendor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then t ander may collect 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 is given.

If under paragraph 18 the Property is acquired by Lerder, 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; Lease to de. 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 lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condamnation or 10 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. Lander's actions may include paying any sums secured by a tien ryalph 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 so.

Any amounts disbursed by Lender under this paragraph 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 Agreement rate and shall be payable, with interest, upon 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.
- 5. 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 ileu 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 attenties 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 authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Socurity Instrument, whether or not then due.

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- 9. Borrower Not Released; Forbeatance By Lender Not a Walver. .. 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 Ilability 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 importization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, coverants, conditions and other provisions of this Security instrument and of the Agreement shall survive and continue to remain in full force and leffect. No waiver shall be asserted against Lender unless in writing, algred by Lander, was strong withing the interest and derivative of proceedings of the control of the co
- 10. Buccessors and Assigns Bound; Joint and Several Liability; 5 Co-signers. 5 The 5 covenants 6 and 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 there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-aigns this Security Instrument but does not execute the Agreement: (a) is co-signing this Sequrity instrument only to mortgage, grant and convey that Borrower's listelest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums so juried by this Security Instrument; and (o) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations, with regard to the terms of this Security Instrument or the Agreement, without that Borrower's consent. The region and the con-
- 11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sats maximum loan charges, and that law is finally interpreted so that the interest or other loan churges collected or to be collected in connection with the toan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be efunded to Borrower. Lender may choose to make this refund by reducing the principal awad under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated us a partial prepayment without any prepayment charge under the Agreement. dilityo bangan samah bi kalam pagang ti senahat Os
- 12. 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 analynates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this. Security instrument that be deemed to have been given to Borrower or Lender when given as provided in this paragraph. ्रवे हें, तरे जनगोरापाल स्वाताहरू होता । कोहे दुर्वाल स्वाताहरू र वारोजीवाल पेत हो है.
- 13. Governing Law; Saverability. This Security instrument anall 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 Ecolulty Instrument or the Agreement which can be given effect, without the conflicting provision. To this and the provisions of this. Security instrument and the Agreement are declared to be severable.
- 14. Assignment by Lender. Lander may assign all or any portion of its interest increunder 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 limblines thereunder.
- 15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Salo. 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 Lencier's prior written consent, Lencier may, at 🖎 option, require immediate payment in full of all sume secured by this Security Instrument. However, this loption shall not be a exercised by Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lunder exercises this option, Lander shall give Sorrower 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 required 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 tristrument 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 coverigits 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 Lander may reasonably require to assure that the tion 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 retrigin tuly effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15. Correction of the control of the con

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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 foreclosure. 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 instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' foes and costs of title evidence.
- 19. Lender in Possersich. Upon acceleration under Paragraph 18 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, shall 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 cross 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. Authing herein contained shall be construed as constituting Lender a mortgagee 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 piwers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.
- 20. Release. Upon payment of all sums secured of this Security Instrument, Lender shall release this Security Instrument.
 - 21. Walver of Homestead, Borrower walves 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 unue, 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 checuted 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 Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covered a contained in this Security Instrument and in any ridgr(s) executed by Borrower and recorded with the Security Instrument.

	Reserved	in the Shouldy material lett.
· ·		·Borrower
BALLY D. DEL BECCARO	Mex Broon co	18WL)17OE
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	oared By: CAROLYN HURI,BER	r
	Oounty 88:	•
certify that source J. DES BE	CCARO AND SALLY D. DEL BECCARO, HIS MISE	in and for said county and state, do hereby
personally known to me to t appeared before me this o delivered the said instrument	oe the same person(s) whose name(s) is day in person, and acknowledged that astree and voluntary act, i	(are) subscribed to the foregoing instrument, signed and or the uses and purposes therein set torth.
Given under my hand and	official seal, this 3154 day of 100	entail, 1993
My Commission expires:	OFFICIAL SEAL	Carety Ann Hurlbut
	MOTATA PURICE STATE OF BLOOM STATE O	