RECORDING REQUESTED BY AN WHEN RECORDED, MAIL TO Seers Consumer Financial Corporation of Delaws 2500 Lake Cook Road, Suite CL-A Riverwoods, IL 60015

DEST OF THE CONSTRAIN

Loan No. 9402390371783

93030392
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#### 93206263

SPACE ABOVE THIS LINE FOR RECORDER'S

#### MORTGAGE

THIS MORTGAGE, is made this petween the Borrower, GREGOR	09	day of March	1993	
HIS WI	FE AS JOINT	TENANTS		
herein "Borrawer"), whose address	is .			and the second

9 ELDER LN

the Mortgagee,

DEPT-01 RECORDING 192222 TRAN 7846 \$27.50 222 TRAN 7846 03/19/93 10:06:00 518 \$ #-93-206263 600K COUNTY RECORDER

Sears Corisum or Finencial Corporation of Delaware

a Delaware Corporation, whose address is 2500 Late Cook Road, Suite CL-A, Riverwoods, IL 60015 (herein "Lender

WHEREAS, Lender and Borrower have entered in a an Account Agreement and Disclosure Statement (the "Agreement") pursuent to which Lender has agreed from time to time to make loans to Borrower under an arrangement whereby Borrower may borrow, repay and borrower again during the term of the Agreemen's

BORROWER in upreideration of the indebtedness hervin recited and the mortgage herein created, irrevocably mortgages. grants and conveys to Lender the following described property ocited in the County of COOK Minols; with MORTGAGE COVENANTS:

LOT 11 IN FAIRVIEW ADDITION TO LAGRANGE 22'NG A SUBDIVISION OF THE SOUTH 1/2 OF LOT 7 AND THE SOUTHEAST 1/4 OF LOT 24 AND OF SUB LOTS 1 TO 18 IN THE RESUBDIVISION OF LOTS 8, 9, 10, 18, AND 27 AND THE EAST 1/2 OF LOT 25 IN EDGEWOOD IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLI P.I.N. 18-05-215-026 ILLINOIS.

which has the address of 9 ELDER IN (Number and Street) LA GRANGE. 11 60525 (City, State and Zip Code)

AMOUNT SECURED: Ten Thousand and 0/100

(\$ 10000.00

rents

(subject however to the rights and authorities given herein to Borrower to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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TO SECURE to Lender (a) the repayment of all indebtedness due and to become due under the terms and conditions of the Agreement and Disclosure Statement (the "Agreement") executed by Borrower and dated the same day as this Mortgage, and all modifications, extensions and renewals thereof, which Agreement provides that Lender shall make advances to Borrower of a revolving nature and that such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding principal balance awing at any one time under the Agreement ( net including finance charges thereon at a rate which will vary from time to time, and other fees and other charges which may from time to time be owing under the Agreement) shall not exceed the Amount Secured designated on the first page of this Mortgage, (b) the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at the variable rate described in the Agreement; (c) the performance of the covenents and egreements contained herein and in the Agreement; and (d) any future advances made by Lender to Borrower pursuant to paragraph 8 of this Mortgage (herein "Future Advances").

Any references in this Mortgage to the "Note" shell be deemed to refer to the Agreement, and any references in this Mortgage to notes and promissory notes shall include loan agreements, as applicable. All references to interest shall be deemed to

include finance charges.

Borrower covenants that Borrower is lewfully seized of the estate hereby conveyed and has the night to mortgage grant and convey the Property, that the Property is unencumbered, except for the encumbrances of record approved by Mortgages, except as provided in paragraph 3 hereof, and that Borrower will warrant and defend generally the title to the Property against all claims and demends, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's Interest in the Property.

COVENANTS, Borrow in 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 evidenced by the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Application Of Payments, Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall to applied by Lender first (in the order Lender chooses) to any finance charges, collection costs and

other charges awing under the Agreement or this Mortgage, second, to the principal payable under the Agreement.

3. Prior Mortgage Or Deed Of Trust. Borrower promises to perform all of Borrower's obligations under any mortgage, deed of trust, or other security instrument witch has priority over this Mortgage ("Prior Encumbrance"), including Borrower's promises to make payments when due. Borrows: riell not enter into any agreement with the holder of any Prior Ensumbrance by which the Prior Encumbrance or the indebtedness secured by the Prior Encumbrance is modified, amended, extended, or renewed without the prior written consent of Lender, Borrower shall neither request nor accept any further advances under any Prior Encumbrance without the prior written consent of Lender.

4. Charges; Liens, Borrower shall pay all taxes, e.se.sments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payer thereof. Borrower shee rromptly furnish to Lender all notices of amounts due and when Borrower makes payment directly, Borrower shall promptly funds to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Montgage (exits Jing the lien of any Prior Encumbrance); provided that Borrower shall not be required to discharge any such livin so long as Borrov er shall (a) agree in writing to the payment of the obligation secured by such fiern in a manner acceptable to Lender, or (b) in good from contest such fien by, or defend enforcement of such fien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof, or (c) secure from the holder of such prior lien an agreement in form Jafairotory to Lender subordinating such flan to this Mortgage. Any default by Borrower under the terms of any Prior Encumbrance shift constitute a default under this Mortgage.

5. Hazard Insurance, Borrower shall keep the improvements toy existing or hereafter erected 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. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necershly to comply with any coinsurance percentage stipulated in the hazard insurance policy. The amount of coverage shall be no less they corrower's credit limit under the Agreement plus the full amount of any superior tien on the Property.

The insurance carrier providing insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonable withheld. All premiums on insurance policies shall be xxV by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and sire@ include a standard mortgage clause in favor of and in form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not mad, promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restriction or repair of the Property demaged, provided such restoration or repair is economically feasible and the security of this Murtilege is not thereby impaired, if such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, if the Property is ebendoned by Borrower, or if Borrower fails to respond to Lender within thirty (3D) days from my dute notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option aither to restoration or repair of the Property or to the sums secured by this Mortanae.

Unless Lander and Borrower otherwise agree in writing, such application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 hereof or change the amount of such payments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in end to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

S. Preservation And Maintenance Of Property; Lessoholds; Condominiums; Planned Unit Developments. Borrows: 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. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or poverents creating or governing the condominium or plenned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, if a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the coverents and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

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7. Pretaction of Lander's Security, Borrower falls 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, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such antion as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant the this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense on take action hereunder. Any action taken by Lender under this paragraph 7 shall not cure any breach Borrower may have committed of any coverant or agreement under this Mortgage.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyence in fieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of some taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Bornwer, in the event of a partial taking of the Property, unless Bornower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Bornower.

If the Property is abandomin by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, For ower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments reformed to in paragraph 1 hereof or change the amount of such payments.

- 10. Berrower Not Released. Extension of the time (c. payment or modification of amortization of the sums secured by this Mortgage or release of any security for the obligations found hereby, or any other amendment to the Agreement or this Mortgage granted by Lender to Borrower or to any successor in interest of Borrower, shall not operate to release, in any manner, the liability of Borrower or Borrower's successors, as the case may be. Lender shall not be required to commence proceedings against any successor in interest of Borrower or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successor in interest.
- 11. Ferbearance By Lender Net A Walver. Any forbearance by Limitar in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver or preclude the everuse of any such right or remedy. The producement of insurance or the payment of taxes or other liers or charges by Lender that not be a walver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. 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 or equity, and may be exercised concurrency, independently or successively.
- 13. Successors And Ausigns Sound; John And Several Liability; Captions. The comments and agreements herein contained shall bind, and the rights hereunder shall inune to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be yet and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to energy or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to be given in another namer, (a) any notice to Borrower provided in this Mortgage shall be given by personally delivering such notice to Borrower or Ly nulling such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may disignete by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address street herein or to such other address as Lender may designete by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. Uniform Mortgage; Governing Law, Severability. This form of Mortgage combines uniform coverants. For national use and non-uniform coverants with limited veriations by jurisdiction to constitute a uniform mortgage covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except to the extent presented by federal law, in the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict chall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
- 16, Berrower's Copy, Borrower shall be furnished with a conformed copy of the Agreement and this Mortgage at the time of execution or after recordation hereof,
- 17. Transfer Of The Preparty, if Borrower transfers any or all of the Property or any interest in it, or Borrower agrees to sell or otherwise transfer or assign Borrower's rights in the Property, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.
- 18. Asseleration; Remedies. Upon Borrower's breach of any covenant of agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 4 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, 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 invoke any remedies permitted by applicable law. Lender shall be entitled to collect all responsible costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees to the extent permitted by law. Lender shall publish the notice of sale and the Property shall be sold in the menner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order (a) to all reasonable costs and expenses of the sale,

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including responsible attorney's fees to the extent permitted by law and costs of title evidence; (b) to all sums secured by this Montgage, and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Assignment Of Rents; Appelntment Of Receiver; Lander in Pessessian. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to socialization under passgraph 18 hereof or abundanment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or ebandonment of the Property, 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. All rents collected by Lender or the receiver shall be applied first to payment of the gosts of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage, Lender and the receiver shall be fiable to account only for those rents actually received.

- 20, Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without cost to Borrower. Borrower shall pay all costs of recordation if any.
- 21. Request For Netics. Sorrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.
- 22. Walver Of Hamestead, Borrower waives all right of homestead exemption in the property.
- 23. No Morgan, There shall be no merger of the interest or estate created by this Mortgage 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 prior written consent of Lender.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage under Seel

This instrument was prepared by:

Sears Consumer Financial Corporation

CL - A

Cheryl Livingston

2500 Lake Cook Rd, C Riverwoods, 11 60015

Regional Finance Manager

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GREGORY J HERATY	CELINE M HERATY
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STATE OF ILLNOIS, 144/NO/5 County 55	7.
On this // day of MARCH 1993  GREGORY & HERATY AND CELL	Husbard & auto
knowledged the faregoing instrument to be	SAN HERATY OF SAN SECTION OF SAN SEC
free act and deed.	C 826
"OFFICIAL SEAL"	Witness my hand and official seal,
JAMES P. KUCERA  Motory Public, State of Illinois  My Commission Expires 05/16/94	Signature Museum
my communication and a series of a series	Name (Typed or Printed)
(Reserved for official seal)	My commission expires: 5-16.94

(Space Below Line Reserved For Lender and Recorder)

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हर्गाक राज्य करावार के स्वाधित है।