DEERFIELD FEDERAL SAVINGS 93 APR 20 PM 3: 25 & LOAN ASSOCIATION 745 Deerfield Read

93292124

DEERFIELD, ILLINOIS SCO15 Dr. No. 700:16419

8966868-5

Please Return Attached To:

("Lender").

(Space Above This Line For Recording Data)

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 13 The mortgagor is MICHAEL A. LACASSA AND JANICE A. LACASSA, HUSBAND AND WIFE

("Borrower"). This Seculty Instrument is given to DEERFIELD FEDERAL SAVINGS & LOAN ASSOCIATION

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 745 DEERFIELD RD., CEPAFIELD, IL. 60015

Borrower owes Lender the principal sum of FIFTY THOUSAND AND OO/100

Dollar, (U.S. \$ 50,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 1098 This Security Instrument secures to Lender: (a) the repayment of the debt eviderical by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, ar vanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK

LOT 1 IN KINGSPORT ESTATES, BEING A RESUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 1916 AS DOCUMENT NUMBER 86131449, Clart's Office IN COOK COUNTY, ILLINOIS.

P.I.N. 04-20-412-015

3801 KIESS RD. which has the address of

GLENVIEW

**ICityl** 

(Street)

("Property Address");

600.25 Illinois [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

TABS JAIOIPEO" {

STNBJ ARUAJ

STNBLG STR OF FERNOS

NOTEN FUBER OF STRIPLE TO STRIPLE T My Commission expires: /-22-99 £6 61 Given under my hand and official seal, this HJET JIRAA To yab THEIR free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as subsuribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(s) do hereby certify that MICHARL A. LACASSA AND JANICA A. LACASSA, HUSBAND AND MIFE , a Notary Public in and for said county and state, CAURA LENTZ Connty sa: SAKE STATE OF ILLINOIS,

BOTTOWE (Seal) BOTTOWEL (Seal) MICE A. LACASSA (Scal) one (Seal)

and in any tider(s) executed by Borrow, and recorded with it.

Graduated Fayr ent Rider

set forth.

Ή.

BY SIGNING BELOW, Borto, et a reepts and agrees to the terms and covenants contained in this Security Instrument

Planned Unit Development Rider

Condominium Rider Adjustahl. Pate Rider 1-4 Family Rider [Check applicable orxies)] ment the coveriants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supple-23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

ment without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

AND Other(s) [specify] TOULTY LOAN MORTGAGE RIDER

21. Retense. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instruon receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of pointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ap-

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time attorneys' fees and costs of title evidence.

to collect all expenses incurred in parsuing the remedies provided in this paragraph 19, including, but not limited to, reasonable instrument without further demand and foreclose this Security instrument by judicial proceeding. Lender shall be entitled date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the somether the right to relate attendentions and the right of the forestoners are precious the morresidence. by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured 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) applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 uniess 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:



If Lender required norther issuance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to makitain the instrument. Feet not such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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 fails 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 Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

payments.

10. Borrower Not Released; Forbearance 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 liability of the original Horrower 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 nor amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Fund; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and herefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) 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 Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the fate est or other loan charges collected or to be collected in connection with the loan 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 refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borro ie. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge finder the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph

of paragraph 17.

14. 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 designates 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 shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instru-

ment and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. 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 Lender's prior written consent, Lender may, at its option, 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 fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. 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 earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 Note 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; and (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. 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 paragraphs 13 or 17.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UNIFORM COVENANTS. Bottower and Lender covenant and agree as fellows:

cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance twelfth of: (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly leasehold Lender on the day monthly payments are due under the Kote, until the Note is paid in full, a sum ("Funds") equal to one-2. Funds for Taxes and insurance. Subject to appli 25-c law or to a written waiver by Lender, Borrower shall pay to

and reasonable estimates of future escrow items. premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data

rower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Boragree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

of the Funds hat on Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount Borrower's opilot, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the

which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security

immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applica-Funds held by Lender if ander paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment if full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any necessary to make in the deficiency in one or more payments as required by Lender.

3. Application of Paymens Unless applicable law provides otherwise, all payments received by Lender under paragraphs tion as a credit against the sure secured by this Security Instrument.

to amounts payable under paragrich 2: fourth, to interest due; and last, to principal due. l and 2 shall be applied: first, to latt shares due under the Mote; second, to prepayment charges due under the Mote; third,

under this paragraph. If Borrower makes these paymen's directly, Borrower shall promptly furnish to Lender receipts evidencing ime directly to the person owed payment. Sorrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on ty which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall 4. Charges; Liens, Borrower shall 1.9) all taxes, assessments, charges, fines and impositions attributable to the Proper-

the payments.

5. Hazard Insurance. Borrower shall keep the improvements now county or hereafter erected on the Property insured the lien. Bottowet shall satisfy the lien or take one or more of the actir or se' forth above within 10 days of the giving of notice. is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property the enforcement of the lien or forfeiture of any part of the Proper y; or (c) secures from the holder of the lien an agreement the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent in writing to the payment of the obligation secuted by the ien in a manner acceptable to Lender; (b) contests in good faith Bortower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall in their a standard mortgage clause. Lender providing the insurance shall be chosen by Borrower subject to Lender's app. at which shall not be unreasonably withheld. insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier against loss by tire, hazards included within the term "extended coverage" and any other hazards for which Lender requires

Lender. Lender may make proof of loss if not made promptly by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt space to the insurance carrier and

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

erty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair en centre the Proptower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered applied to the sums secured by this Security Instrument, whether or not then due, with any excess pa d to Borrower. If Borrestoration or repair is not economically feasible or Lender's security would be leasened, the ir sur ance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's sichity is not lessened. If the

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

shall not merge unless Lender agrees to the merger in writing. shall comply with the provisions of the lease, and if Botrower acquires fee title to the Property, the leasehold and fee title the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change

under this paragraph 7, Lender does not have to do so. in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights 7. Protection of Lender's Rights in the Property; Mortgage insurance. If Borrower fails to perform the coverants and

- in 51 ... Diody aft to thomosyndeib to otals aft Buiteari off lene of to Borrower requesting and shall be teryal to other teems of payment these amounts shall bear interest from Security Instrument. Unless Borrower and Lender ages Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

# EQUITY LCAN MORTGAGE RIDER (Adjustable Rate and Payment) (Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 13TH day of APRIL , 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

3801 KIESS RD., GLENVIEW, IL. 60025

(Property Address)

THE NOTE CUNTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL OF LOWER.

Additional Convenints. In addition to the convenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE, MONTHLY PA'MENT CHANGES AND BILLING NOTICES

Sections 2.,3. and 4. of the Equity Note provide for changes in the interest rate and the monthly payment, and for billing notices, as follows:

#### INTEREST

A) Interest Rate

The interest rate may change month! Interest rate changes may occur on the first day of any month broining on <a href="MAX 1, 1993">MAX 1, 1993</a> and on the first day of every month thereafter.

1) The Index

Interest rate changes will be based on an incarest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large V.S. money center commercial banks as published in the Monry Rates section of the Midwest Edition of the Wall Street Journal on the 15th day of each preceding month. If more than one Prime Rate is listed on that day, the Index in effect for borrower's EQUILINE for the next month will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note holder will give the borrower notice of its choice.

2) Setting the Interest Rate

The interest rate ("Annual Percentage Rate") on the principal sum of the borrower's EQUILINE from time to time outstanding will be computed and will vary based on the average daily balance during the billing cycle in which borrower has an outstanding balance as well as fluctuating with the Index. "The Average Daily Balance" is determined by taking the principal sum outstanding at the beginning of each day, adding any new advances, subtracting any payments or credits, summing the total thus derived for the number of days in the billing cycle, and dividing that grand total by the number of days in the billing cycle for that month.

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Property of Coot County Clert's Office

AST COURS

For an Average Daily Balance under \$25,000.00, the annual Percentage Rate for the month on the principal sum shall be the Index rate plus ONE-HALPercent (0.5). For an Average Daily Balance of \$25,000.00 or more, the Annual Percentage Rate for each month on the principal sum shall be the Index rate plus ONE-HALPercent (0.5).

#### B) Interest Calculation

Interest will be charged beginning on the date of each advance of principal and continue until the full amount of principal has been repaid. Interest for a monthly billing cycle shall be calculated by multiplying the Average Daily Balance during the billing cycle by the number of days in the billing cycle and then by the Annual Percentage Rate expressed as a decimal and divided by 365.

The Annual Percentage Rate may change monthly as changes rake place in the index and the principal sum due on the Nove. The ANNUAL PERCENTAGE RATE WILL NEVER EXCEED 99% except that no interest at more than the maximum rate allowed by law at any time will be charged.

#### 3. PAYMENTS

Monthly payment shall be due on the first day of each month beginning the first of the month following the first advance under this Note. The Payment Amount Due each month will be:

- \_\_\_\_\_1.25% of the outstanding principal balance or interest due, whichever is greater.
- \_\_\_X\_\_ Interest only monthly on the outstanding principal balance.

In no event, however, will the Payment Amount Due be less than \$25.00 (unless the outstanding principal plus interest accrued and unpaid is less

than that amount). The payment amount method may be changed only with written consent of the Note Holder.

Advances under this Note will increase the payment and prepayments will reduce the payment unless offset by changes in the interest rate. The interest rate on this Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the

interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted

without penalty or fee, but prepayment shall not excuse borrower's subsequent failure to pay principal or interest as it becomes due.

#### 4. BILLING NOTICES

Each month that there is an outstanding principal balance borrower will receive a billing which will show the outstanding principal balance carried forward from the last billing date, the date and amount of additional advance(s) of principal or payment(s) since the last billing date and the amount of interest accrued since the last billing date, the Annual Percentage Rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the Note Holder may choose to disclose.

00332126

Proberty of Cook County Clark's Office

#### B. ADDITIONAL NON-UNIFORM COVENANTS

- 24. Additional Insurance. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.
- 25. Release Fee. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon cancellation of the line of credit and payment to the terms hereof and the payment of its reasonable release fee.
- 26. Prior Mortgage. The Borrowers affirm that they are the obligators under a note secured by a mortgage, in the original sum of \$125,00,00 DOLLARS, dated MAY 1, 1992 and recorded in the Recorder's Office of COOK County, Illinois, as Document No. 92340169 and hereby specifically agree that when and if they permit said note or mortgage to become in default under any of their terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19 If Lender exarcises this option, Lender shall take the steps specified in the second paragraph of 17.
- 27. Deferral of Tax and Insurance Escrows. This mortgage provides for payments to be made for tax and insurance escrows. As long as the mortgage referred to in paragraph 26 is outstanding and all taxes and insurance premiums are paid the escrow provisions in this mortgage will not be enforced. However, should said previous mortgage be repaid, the Borrower will begin making escrow payments in accordance with this mortgage.
- 28. Default. In the event of any default under the terms of the Mortgage, the Equity Loan Mortgage Rider or the Equity Loan Note, Lender will notify Borrower, in writing, pursuant to Foragraphs 13, 17 and 19 of the Mortgage, of acceleration of this loan. Upon the giving of notice of acceleration, no future advances under the Line of Gravit will be permitted. If Borrower cures the default to lender's salisfaction, future advances under the Line of Credit may be made.
- 29. Line of Mortgage. The line of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Equity Loan Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Equity Loan Mortgage Rider.

Michael a La Casia (SEAL)
MICHAEL A. LACASSA ( )

JANICE A. LACASSA

Property of Cook County Clerk's Office