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DEPT-01 RECORDING \$27.50
T00012 TRAN 2556 09/27/94 13108100
45604 SK *94-837782
COOK COUNTY RECORDER

94837782

Space Above This Line For Recording Data

MORTGAGE

(OPEN END CREDIT - FUTURE ADVANCES SECURED)

THIS MORTGAGE ("Security Instrument") is given on *****SEPTEMBER 2, 1994*****
19 The mortgagor is *****MICHAEL A. NATALI AND JACQUELINE E. NATALI, HUSBAND AND WIFE*****
("Borrower"). This Security Instrument is given to *****BENSENVILLE**
COMMUNITY CREDIT UNION***, which is organized and existing
under the laws of *****ILLINOIS*****, and whose address is **23 S. CENTER STREET,**
BENSENVILLE, IL. 60106*** ("Lender").

Borrower has entered into an open-end Credit Line Account Agreement with Lender as of the 2nd day of SEPTEMBER 19 94, under the terms of which the Borrower will, from time to time, obtain loan advances not to exceed, at any time, an aggregate "outstanding unpaid indebtedness" (as defined therein) of *****THIRTY-FIVE THOUSAND*** Dollars (U.S. \$ 35,000.00) ("Credit Line"). This Credit Line provides for monthly payments with the full debt, if not paid earlier, due and payable on SEPTEMBER 2, 2009***.

This Security Instrument secures to Lender: (a) the repayment of the debt under the Credit Line, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Credit Line. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in _____ County, Illinois:

*****LOT 3118, IN WOODLAND HEIGHTS, UNIT 7, BEING A SUBDIVISION IN SECTIONS 25 AND 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE MARCH 8, 1963 AS DOCUMENT 18737476, IN COOK COUNTY, ILLINOIS.*****

PIN#: 06-25-108-025

which has the address of **821 ORIOLE DRIVE** (Street)
60107 ("Property Address");
Illinois (Zip Code)

STREAMWOOD (City)
DEPT-01 RECORDING \$27.50
T00012 TRAN 2553 09/27/94 13103100
45601 SK *94-000001
COOK COUNTY RECORDER

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 seized 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.

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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 otherwise due or change the amount of such payments.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payments 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 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 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.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not personally liable under the Credit Line: (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 Credit Line without that Borrower's consent.

10. 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 interest 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 Credit Line or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Credit Line.

11. 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.

12. 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 Credit Line conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Line which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Credit Line are declared to be severable.

13. Borrower's Copy. Borrower shall be given one conformed copy of the Credit Line and of this Security Instrument.

14. 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, such sale or transfer shall represent an action by Borrower which adversely affects Lender's interest in its collateral, and Lender may, at its option, require immediate payment in full of all sums secured by 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.

15. 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 judgement 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 Credit Line 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 paragraph 14.

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Credit Line, which default permits Lender to terminate the Credit Line and accelerate the payment of the then unpaid balance owed. 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 without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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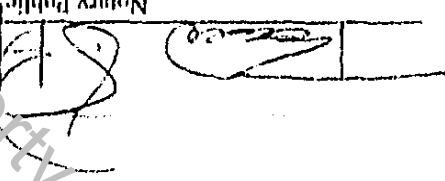
W. A. BRODERICK
217 S. HALE ST.
WHEATON, IL 60187

_____ to
_____ BENSENVILLE, IL, 60106
_____ 23 S. CENTER STREET
_____ BENSENVILLE COMMUNITY CREDIT UNION

_____ (Name)
_____ BENSENVILLE, IL, 60106
_____ 23 S. CENTER ST.
_____ (Name)
_____ DANIEL J. SCHULTZ

When recorded return to:

This instrument was prepared by:

Notary Public


My Commission expires _____
My Commission expires 10/96
Notary Public, State of Illinois
Roger S. Peters
OFFICIAL SEAL

Given under my hand and official seal, this 2nd day of SEPTEMBER, 1994

delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and personally known to me to be the same person(s) whose name(s)

do hereby certify that MICHAEL A. NATALI AND JACQUELINE E. NATALI
ROGER S. PETERS
a Notary Public in and for said county and state,
County ss: STATE OF ILLINOIS.

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

Signature of Michael A. Natali
Signature of Jacqueline E. Natali

- BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.
- 17. Lender in Possession. Upon acceleration under paragraph 16 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 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 attorney fees, and then to the sums secured by this Security Instrument.
 - 18. Release. Upon payment of all sums secured by this Security Instrument and Borrowers ability to obtain future advances being terminated, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
 - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Property of Cook County Clerk's Office