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COOK COUNTY RECORDER

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Loan No. 5000724

## OPEN-END CREDIT LINE MORTGAGE

THIS MORTGAGE SECURES FUTURE  
ADVANCES AND ACCRUED AND UNPAID INTEREST.

THIS OPEN-END CREDIT LINE MORTGAGE (this "Mortgage"), dated as of July 10, 1995, by Dennis Sole and Marietta C. Sole, His Wife, Joint Tenants, residing at 1201 S. Chester Avenue, Park Ridge, IL 60068, ("Borrower") to The Prudential Savings Bank, F.S.B., having an address at Suite 1000, One Ravinia Drive, Atlanta, Georgia 30342 ("Lender").

Borrower and Lender have signed the Home Equity Account Agreement and Initial Disclosure Statement, dated as of July 10, 1995 ("Loan Agreement"), providing credit to Borrower in a principal amount of up to \$25,000.00, (TWENTY FIVE THOUSAND AND 00/100). This Mortgage, together with the Loan Agreement, are called the "Loan Documents".

To secure (a) the payment of all amounts in connection with the Loan Documents and (b) the performance of the promises of Borrower contained in the Loan Documents (collectively, the "Obligations"), Borrower hereby grants, conveys, assigns, mortgages and confirms unto Lender, and grants with mortgage covenants to Lender a lien and security interest in, the following property (collectively, the "Property"): (i) the lands in the County of COOK, State of Illinois described in Exhibit A to this Mortgage, together with all tenements, hereditaments, easements and appurtenances appertaining to the same (collectively, the "Land"); (ii) all existing and future buildings and other improvements erected on the Land (collectively, the "Improvements"); (iii) all fixtures with respect to the Land or the Improvements; and (iv) any reversions and remainders of the Land or the Improvements. Lender's rights under this Mortgage will end and Lender will cancel this Mortgage at Borrower's expense when: (i) Borrower pays in full all Obligations; and (ii) any and all rights Borrower may have to request further advances under the Loan Documents have been terminated.

1. Borrower shall keep the Improvements insured under an "all risk" type of casualty insurance policy for the benefit of Lender. Such insurance shall be in an amount reasonably satisfactory to Lender, and shall be issued by an insurance company duly licensed to do business in the State where the Land is located. Borrower shall promptly notify Lender of any loss or damage in connection with the Improvements.

2. Borrower shall pay, when due, all taxes, assessments, water and sewer rents and all other governmental charges assessed against the Property.

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2700  
2700

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

9. This Mortgage is given to secure a revolving credit loan pursuant to the Loan Agreement and shall secure not only presently existing indebtedness under the Loan Agreement but also future advances whether such advances are obligatory or to be made at the option of Lender made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made on said date and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby at any one time outstanding shall not exceed the principal amount set forth in the second paragraph of the first page of this Mortgage, plus interest thereon and any disbursements which the Lender may make under this Mortgage, the Loan Agreement or any other document with respect hereto (for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements.

8. If Borrower receives any notice of default under a Prior Lien, Borrower shall promptly deliver a copy of the notice to Lender.

7. This Mortgage cannot be modified or discharged except by an instrument in writing, duly acknowledged in form for recording, signed by Borrower and Lender. This Mortgage shall be a "fixture filing" under Article 9 of the Uniform Commercial Code as adopted by the State where the Land is located. This Mortgage shall run with the Land and shall bind Borrower, its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

6. All notices, consents and other communications under this Mortgage shall be in writing and shall be deemed given two business days after mailing by registered or certified mail, return receipt requested, postage prepaid, to the party to whom directed at the address of that party set forth above. Lender and Borrower may, by notice to the other, specify a new address to which all future notices shall be forwarded.

5. Upon the happening of a Default, Lender may declare the entire amount of and all interest on the Obligations to be immediately due from Borrower, and Lender may resort to all of the remedies available to it under the Loan Documents, at law or in equity.

4. Each of the following shall be a default (a "Default") under this Mortgage: (a) failure to pay when due any amount in connection with any Loan Document; (b) any representation made in any Loan Document is incorrect or misleading in any material respect; (c) failure to perform any promise contained in Sections 1 or 2 of this Mortgage and such failure shall not be cured within 10 days after notice to Borrower; (d) failure to perform any other promise contained in any Loan Document and such failure shall not have been cured within 30 days after notice to Borrower; (e) the beginning of any foreclosure proceeding against the Property; (f) the occurrence of any default under any lien covering the Property which is prior to the lien of this Mortgage (a "Prior Lien"); (g) or the transfer of title to the Property.

3. Borrower shall maintain the Property in good repair and condition and comply with all laws affecting the Property.

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address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has duly signed this Mortgage as of the day and year first above written.

Dennis Sole  
Dennis Sole

Marietta C. Sole  
Marietta C. Sole

Prepared by: Stephanie Cook-Thomas  
Stephanie Cook-Thomas, For the Lender  
Suite 1000, One Ravinia Drive, Atlanta, Georgia 30346

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

On this 7<sup>th</sup> day of JULY, 1995, before me, a notary public, the undersigned officer, personally appeared Dennis Sole and Marietta C. Sole, a single person/husband and wife known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he (she) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Robert A. Leon  
Notary Public

NOTARIAL SEAL  
Robert A. Leon  
Notary Public, State of Illinois  
My Commission Expires 5/20/96

My Commission Expires:

When recorded return to:  
The Prudential Savings Bank, F.S.B., Attn: Home Equity Dept.  
One Ravinia Dr., Suite 1000, Atlanta, GA 30346

MAIL TO 

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Exhibit A

Page 1

LEGAL DESCRIPTION:

ALL THAT CERTAIN PROPERTY SITUATED IN PARK RIDGE  
IN THE COUNTY OF COOK, AND STATE OF ILLINOIS  
AND BEING DESCRIBED IN A DEED DATED 04/28/84  
AND RECORDED 05/16/84, AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
T3371111.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK  
IN THE STATE OF ILLINOIS, TO WIT:

LOT 27 IN H. ROY BETTY CO'S DEVON AVENUE HIGHLANDS, BEING A  
SUBDIVISION OF LOT 1 IN JOHN BATTCHER ESTATE DIVISION OF NORTH  
FRACTIONAL HALF (1/2) OF NORTHWEST QUARTER (1/4) OF SECTION 2,  
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

05-11-2006

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