This mortgage is made April 18, 1995 by ARTHUR RAPP AND IRIMA K RAPP HUSBAND AND WIPE whose address is 1037 HIGHLAND LANK GLENVIEW IL 60025 (the 'Mortgagor') who mortgages and warrants to FIRST OF AMERICA BANK — ILLI	
an Minoia Bank of BANNOCKBURN	, Blinois (the 'Mortgagee'), land and property
in the CITY OF OIGLENVIEW	
COUNTY, Minote, described no:	
LOT 8 IN C.D. JOHNSON COMPANY'S HIGHLAND LANS, A SUBDIVISIO	ON CONTRACTOR OF THE CONTRACTO
OF PART OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 41	
HORTH, RANGE 12, LYING BAST OF THE THIRD PRINCIPAL MERIDIAL	•
IN COOK COUNTY, ILLINOIS	•

P.I.M. 04-33-116-004-0000

900 M

DEPT-01 RECORDING

- T40008 TRAN 3228 05/23/95 11:42:00
 - 13748 1 VF +-95-336044
- COOK COUNTY RECURDER
 - DEPT-01 PENALTY

\$20.08

together with all buildings and flatures on the picusity, whether hereafter placed or now on the property (the 'Property'). This mortgage secures performance hereof and payment of revolving line of or will I debitodness as evidenced by the Home Equity Line Agreement and Disclosure between Marigagor and Marigages of even date herewith and windstein, amendment or supplement to the agreement, as permitted by its terms, In the principal sum offices ... Thousand and .Q(//)DO'S. . Dollara .. \$15, QQQ, QQ... ('Maximum Credit'), including any and all future obligations and ervances under that agreement which do not exceed the Maximum Credit, any modifications, extensions or renewals of the indebtedness under to thome Equity Line Agreement and Disclosure, and any amounts advanced by Mortgages pursuant to this mortgage or the Home Equity Line Agreement and Disclosure to protect the security of this mortgage or which Mortgages is authorized to pay on Mortgagor's behalf (the "Debt"), with Interset thereon and costs of collection, including attorney's fees. Mortgagot atipulates and agrees with Mortpages that as of the date of this mortgage, Wallages has made no written or oral commitment of Mortpager to make any future loans or advances under this mortgage except as provided in the learn Equity Line Agreement and Disclosure.

Mortgagor promises and agrees:

- That we of the date hersof there exists no other mortgages, encumbrances or liter on or against the Property other than as follows:
- To keep the Property insured against fire, windstorm, flood, and such other hazards as Morturges may require, in an amount and manner with an insurer approved by Mortgages and with the proceeds made payable in the policies to hertgages, and to deliver all policies to Mortgages. Any insurance proceeds received by Mortgegee may be retained by it and may at any time or from time to time be applied by it on the Debt and shall constitute payment on the Debt only to the extent so applied.
- To pay all texes, assessments and water rates levied on the Property within the time prescribed by applicable law without incurring interest or penalties and, upon request, to deliver the receipts therefor to Mortgages, and to remove promptly any liene on the Property except (A) liene given to Mortgagee, and (B) liens specifically referred to in Paragraph 1 of this Mortgage.
- To keep the Property in good repair.
- The Debt secured by this Morigage shall become due and payable without notice, at the option of the Morigage shall become due and payable without notice, at the option of the Morigage shall convey, assign or transfer the Property by deed, land contract, or other instrument, or if the little thereto shall become vacted in any other person or persons in any manner whatsoever.
- The term "default" means (A) any and all of the events set forth in the tirst paragraph under the caption "Default and Sympthes" in the Home Equity Line Agreement and Disclosure, (8) failure to perform any of Mortgagor's obligations under this Mortgage, and (3) failure to pay any of the Debt when due under the Home Equity Line Agreement and Disclosure of this Mortgage. The term 'Mortgages' includes Mortgages's successors and assigns and the term "Mortgagor" includes and binds the heirs, executors, administrators, legal representatives, eucoei and assigns of the undersigned. The obligations and lien of this Mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein and in the Home Equity Line Agreement and Disclosure shall be cumulative and in addition to any other remedies provided by law.
- To reimburse the Mortgages for the cost of any title search and report made after any default and for all taxes and assessments levied on the Property and paid by Mortgages.
- If a default occurs, Mongages may, among other remedies, under the Home Equity Line Agreement and Disclosure, after giving any required notice to and allowing for any corresponding action to cure by Mortgagor, terminate the line of credit and require Mortgagor to pay the Debt in one payment or temporarily prohibit additional advances under the line of credit. Mortgages may foreclose this Mortgage in the manner provided by applicable law.
- That if Mortgagor defaults in the performance of any of the obligations imposed by this Mortgage, Mortgage may perform the same and all sums paid by it therefor shall be due and payable by Mortgagor from the time of their payment by Mortgagee with interest thereon at the rate specified in the Home Equity Line Agreement and Disclosure, and such sums shall be secured by this Mortgage.

10. All right of homesteed exemption in the Property is waived by Mortgagot.

11. That the Debt is subject to interest at a variable rate as provided in the Home Equity Line Agreement and Disclosure which, in part, provides as follows:

VARIABLE ANNUAL PERCENTAGE RATE: The FINANCE CHARGE will be calculated and essessed each month at the then applicable monthly periodic rate which is based on an ANNUAL PERCENTAGE RATE which will change upward or downward according to changes in the highest Wall Street Journal Prime Rate as published in The Wall Street Journal (the 'Index Rate').

The ANNUAL PERCENTAGE RATE will be reviewed on the 16th day of March, June, September and December and if the Index Rate is different from what it was on the day of previous review, the ANNUAL PERCENTAGE RATE, will be changed effective on the first day of the next billing cycle. The ANNUAL PERCENTAGE RATE will be determined by adding the margin as set forth in the Home Equity Line Agreement and Disclosure to the Index Rate, in no instance shall the ANNUAL PERCENTAGE RATE exceed 18.0% nor be less than 6%. The new ANNUAL PERCENTAGE RATE will apply to any existing Account balance and to any new advances.

The current monthly periodic rate and ANNUAL PERCENTAGE RATE are shown at the beginning of this Agreement.

To obtain the municity periodic rate shown on your statement, divide the ANNUAL PERCENTAGE RATE by 12.

An increase in the Viser Rate will result in an increase in the ANNUAL PERCENTAGE RATE. It may also result in an increase in your minimum monthly payment and/or an increase in the number of payments required to pay the new balance.

The ANNUAL PERCENTAGE PATE described in this Agreement includes only interest and does not include other opera described in this Agreement.

In Witness Whereof, Mortgagor has signed this instrument the day and year first above written. Signed and delivered in the ex IRINA K ARTHUR RAF! STATE OF LLINOIS . COUNTY OF BOR WEIGH a Notary Public in and formald County and State, do hereby certify that ARTHUR RAPE AND IRINA K HARF personally known to me to be the same person whose name IS/ARE who IS/ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that NE/SHE/TH/X signed, sealed and delivered the said instrument as HIS/HER/THEIR. free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestus. Given my hand and Notarial SealApril .15. . 1995 DRAFTED BY AND PETURN TO: OFFICIAL SLAE ZOE WEILER FIRST OF AMERICA BANK - XLLINGIS, N.A. Notary Public, State of Winner ATTN: LOAN DEPARTMENT. My Commission Lapites 5-26-35 325 N. MILWAUKEE AVE. LIBERTYVILLE, IL

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