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COOK COUNTY RECORDER

0174742460

HOME EQUITY LOAN PROGRAM MORTGAGE

THIS MORTGAGE ("Morago") is given on this 17th day of June, 1997	between the
mortgagor Charles Stevar III and Zandra W Stewart Husband and Wife	
الرياس . بم	,
(hercinalter "Borrower") and the Mortgagee, LIBERTY FEDERAL BANK, a corporation organized and existing inde	f the laws of
the United States, whose address is Grant Square, P.O. Box 386, Hinsdale, Illinois 60521 (hereinafter called "Londer").	
	مراسل .
Borrower is indebted to lender pursuant to a none Equity Loan Program Account Note (hereinafter "Foie") of even	date hereof,
additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial interest in the	ne land trust
holding title to the property. In the principal of (\$\frac{1}{2},400.00)	
Thirty Two Thougand Four Lundred Dollars & No Cents	
(Borrower's "credit limit") or so much of such principal of may be advanced and outstanding with FINANCE CHAR	GE thereon,
providing for monthly installment payments of nancingly and MINANCE CHARCIE, ONDONAL CICON INC AND/OF CISADIN	ty moundice
premiums, and miscellaneous fees and charges for seven (1) years from the date hereof. The full debt, if not paid earlie	r, is due and
payable on July 15, 2004	
This Morragge secures to Lender:	
a) The repayment of the debt evidenced by the Note and ju'un advances made pursuant to the Note to the same	e extent as it
such future advances were made on the date hereof and regardless of whether or not any advance has been m	ade as of the
date of this Mortgage or whether there is outstanding independences at the time of any future advances	; interest in
accordance with the terms of the Note, and all renewals, extensions and modifications;	1
b) The payment of all other sums, with interest, advanced under pair gr. ph 1 to protect the security of this Mortg	age; and
c) The performance of Borrower's covenant and agreements under the Adorteage and the Note, for this purpor	se, Borrower
does hereby mortgage, grant and convey to the Lender the following described Property located in Cook	
County, Illinois.	
The state of the s	
Permanent Real Estate Index Number: 20-34-311-046	

Legal Description: LOT 43 (EXCEPT THE S 10.50 FT. THEREOF) AND THE S 18.50 FT. OF LOT 44 IN BLOCK 6 IN BOWEN AND THATCHER'S SUBDIVISION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

HEI TITLE SERVICES #

which has the address of 8409 S Calumet Avanua Chicago , Illinois, 60619 ("Property Address"); 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 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 this said Property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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 Borrower will warrant and defend generally the title to the Property against all claims and demands, 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.

Lender's interest in the Property. Borrower acknowledges that this Mortgage secures a note that contains provisions allowing for changes in interest rate, and that Lender may prior to the maturity of the Note and Agreement reduce the available line of credit and/or require repayment of the total balance outstanding under the Agreement.

Page (1 of 4)

CL3001-1

st on the indehedness evidenced in the

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and COVENANTS-Borrower and Lender cover

Note and late charges as provided in the Note and the principal of and interest on any further advances secured by this Mortgage.

Home Residue I can. This Mortgage secured a Lienza Banita provided interest promises and as a first secure data. Such Mote has a can. Power will remark now when due the original of and integral on the debt wideway by the Note and any original and the principal or and integral or the debt wideway by the Note and any original of and integral or the debt wideway by the Note and any original of and integral or the debt wideway by the Note and any original of and integral or the debt wideway by the Note and any original of and integral or the debt wideway by the Note and any original of and integral or the debt wideway by the Note and any original of and integral or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the debt wideway by the Note and any original or the Note and any original ori Frome Equity Loan. This mortgage secures a riome equity variable interest promissory note of even date. Such from his a series (1) lear term. Borrower will promptly pay when due the principal of and interest on the debt evidence by the Note and any prepayment and late charges due to the more than the principal of and interest on the debt evidence by the Note and any prepayment and late charges due to the principal of and interest on the debt evidence by the Note and any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and late charges due to the principal of any prepayment and any prepayment

under the note.

Charges: Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions.

Taxes: Insurance: Charges: Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions.

Attributed in the frequent Recognity Recognity formula formul

MAXES, Insurance, Charges, Liens, Bustower shall pay an taxes, nazaru insurance, assessments and other charges, their promptly discharge any attributable to the Property, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments and transfer and tr authorizable to the Property. Forrower shall promptly turnish to Lender receipts evidencing such payments. Borrower shall promptly turnish to Lender receipts evidencing such payments. Borrower shall not be required to discharge any such lien so long at Borrower shall not be required to discharge any such lien so long at Borrower shall not be required to discharge any such lien so long at Borrower shall not be required to the Lender or shall in good that contest such lien which has priority over this Mortgage, provided, that Borrower shall not be required to the Lender or shall in good that contest such lien with lien and level proceedings which operate to prevent the enforcement of the lien of forfeiture of the Proceedings which operate to prevent the enforcement of the lien of forfeiture of the Proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate to prevent the enforcement of the lien and level proceedings which operate the lien and level proceedings which the lien and level proceedings which the lien and l agree in writing to the payment of the configuror secures by such their or in a manner acceptable to the Lien of forfeiture of the Property lien by or defend enforcement of such lien and legal proceedings which operate to prevent the enforcement of the lien of forfeiture of the Property than the enforcement of the lien and legal proceedings which operate to prevent the enforcement of the lien of forfeiture of the Property

or any part mercol.

4. Hazard Insurance, Borrower, shall keep the improvements now existing or hereafter erected on the Property insured against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss by five, I and a sure included within the term wanted against loss and a sure included within the term wanted against loss and a sure included within the term wanted against loss and a sure included within the term wanted against loss and a sure included within the term wanted against loss and a sure included within the term wanted against loss and a sure included within the term wanted against loss and a sure included within the term wanted against loss and a sure included within the sure included with Hazard Insurance, Borrower shall keep the improvements now, existing or hereafter erected on the Property insured against loss by fire, ratards in included within the term "extended coverage" and any other hazards for which Lender requires insurance shall be chosen by Borrower subject to the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Inderes approval which shall not be unreasonably withhold.

Lender's approval which shall not be unreasonably withheir and shall include a standard mortgage clause. Lender shall have the right ic hold all insurance policies and renewals must be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right ic hold the policies and renewals must be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right ic hold.

All insurance policies and renewals must be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right ic hold. The policies and renewals must be acceptable to Lender and shall include a standard mortgage clause. An insurance poncies and renewals must be acceptante to Lender and small include a summan managage cause. Lender and renewal indices in the the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. If Lender requires, Borrower shall promptly give to Lender man make proof of loss if not shade stress to the policies and lender lender man make proof of loss if not shade stress to the insurance corrier and lender lender man make proof of loss if not shade stress to the insurance corrier and lender lender man make proof of loss if not shade stress to the insurance corrier and lender lender man make proof of loss if not shade stress to the insurance corrier and lender lender man make proof of loss if not shade stress to the insurance corrier and lender lender man make proof of loss if not shade stress to the policies and renewals. une poncies and renewals. It Lender requires, nortower snan proinpuy give to Lender an receipts of paid plentiums and renewals in net made fromptly by event of loss, Barrawer can give prompt notice to the insurance carrier and Lender may make proof of loss if not made fromptly by Borrawer. Lender's approval which shall not be unreasonably withheld

borrower.

Unless Lender and Borrowe, otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is not economically feasible or the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is economically feasible and Lender's security is not lessened by this Mortone Instrument of the insurance proceeds shall be applied to the surge secured by this Mortone Instrument of the insurance proceeds shall be applied to the surge secured by this Mortone Instrument of the insurance proceeds shall be applied to the surge secured by this Mortone Instrument. the restriction of repair is economically reasons and requers security is not ressented in the restoration of repair is not economically reasons of the insurance proceeds shall be applied to the sums secured by this Mortgage Instrument, which is the lesser of, the insurance proceeds shall be applied to the sums secured by this Mortgage Instrument, which is the lesser of the insurance proceeds shall be applied to the sums secured by this Mortgage Instrument, which is the security would be lesser of, the insurance proceeds shall be applied to the sums secured by this Mortgage Instrument, which is the security would be lesser of the insurance proceeds shall be applied to the sums secured by this Mortgage Instrument. Lemmer a recurring would be resserted, the insurance proceeds shall be appried to the sums secured by this 30 days, a notice from Lemmer that the due, with any excess paid to Borrow . If Borrower abandons the Property, or does not answer within 30 days, a notice from Lemmer that the incurance processes paid to Borrow . If Borrower abandons the Property, or does not answer within 30 days, a notice from Lemmer than the incurance processes and the property of t due, with any excess paid to Borrow. It Borrower abandons the Property, or does not answer within 30 days, a notice from Lergier that the dissurance proceeds. Lender may use the proceeds to repeat of restore the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repeat of restore the first and the Though the settle and the settle an

insurance carrier has offered to settly a count, then Lender may conect the due. The 30 day period will begin when notice is giving the Property of to pay sums secured by this stortgage, whether or not then due. The 30 day period will begin when notice is giving the Property of to pay sums secured by this stortgage, whether or not then due. The 30 day period will begin when notice is giving the Property of to pay sums secured by this stortgage, whether or not then due. The 30 day period will begin when notice is giving the Property of the pay sums secured by this stortgage, whether or not then due. The 30 day period will begin when notice is giving the Property of the pay sums secured by this stortgage, whether or not then due. the Property or to pay sums secured by this Mortgage, whether or not then due. The 30 day period will begin when notice is given like due date of the Unless Lender and Borrower otherwise agr. e in writing, any application of proceeds to principal shall not extend or postpone like due date of the Unless Lender and Borrower otherwise agr. e in writing, any application of proceeds to principal shall not extend 19 the Property is acquired by monthly payments referred to in paragraph 1 herein or change the amount of the payments. It under paragraph to the acquisition shall payments referred to in paragraph 1 herein or change the amount of the Property prior to the acquisition Lender, Borrower's right to any insurance policies and proceeds; resulting from damage to the Property prior to the acquisition to the acquisition are charged by this Mortgage was children to the acquisition.

to the extent of sums secured by this Mortgage have educity prior to the acquisition.

Preservation and Maintenance of Property; Leasub A. Borrower shall keep the Property in good repair and shall not compail weste or permit. Preservation and Maintenance of Property; Leasub A. Borrower shall keep the Property in good repair and shall not compail with the provisions of the lease and if impairment or deterioration of the Property. If this viortuage is on a leasehold, Borrower shall comply with the merger in writing impairment or deterioration of the Property. The leasehold and fee title shall not merge unless Ler der agrees to the merger in writing Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Ler der agrees to the merger in writing

impairment or occurrors on one Property, it can viorusage is on a leasencia, morrower shall comply with the merger in willing.

Bostower acquires fee title to the Property, the leasehold and form the coverage and appropriate contained in this Mantages. porrower acquires see title to the property, the reasonant and see the snatt not merge unless there agrees to the merger in writing.

Protection of Lender's Scrurity. If Borrower fails to be form the covenants and agreements contained in this Martgage, or if any action of Protection of Lender's Scrurity. If Borrower fails to be form the Department and the state of the property including but not limited to agree any including but not limited to agree the proceeding is companied which materially affects I and one interest in the Department including but not limited to agree the proceeding is companied which materially affects I and one interest in the Department of the proceeding is companied which materially affects I and one in the proceeding is companied which materially affects I and one in the proceeding is companied. Protection of Lenger's Security. If Borrower lasts to perform the covenants and agreements communed in this management, insolvently, tode proceeding is commenced which materially affects Lender's rib test in the Property, including but not limited to, eminent domain, insolvently, tode proceeding is commenced which materially affects Lender's rib test in the Property, then Lender at Lender's online upon notice to himsensia which materially affects Lender's order than Lender at Lender's online upon notice to himsensia which materially affects Lender's order than Lender at Lender's order to himsensially affects and the lender at Lender's order to himsensially affects and the lender at Lender's order to himsensially affects to have a second to the Lender's order to himsensially affects to have a second to the Lender's order to himsensially affects to have a second to the Lender's order to have a second to have a second to the lender's order to have a second to have a proceeding is commenced which materially attects Leiders invited in the Property, including but not limited to, eminent domain, insolvency, tode enforcement, or arrangements or proceedings involving a banks of decadent, then Lender at Lender's option, upon notice to him rower truey make enforcement, or arrangements or proceedings involving a banks. such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrowitz may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrowitz may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrowitz may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrowitz may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrowitz may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrowitz may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrower may make such action as is necessary to protect Lender's interest, including, but not limited it, disbursement of appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys free and appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys free and sums and take such action as is necessary to protect Lender's interest, including, but not limited it, disbursement of reasonable attorneys free and appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited it, disbursement of reasonable attorneys free and appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited it, disbursement of reasonable attorneys free and appearances. 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Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from lander to the Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from the data of the payment of the rote special transfer and shall bear interest from the data of the payment of the rote special transfer and shall bear interest from the data of the payment of the payment thereof and shall bear interest from the data of the payment of t uns morgage. Omess Burrower and Lender agree to other terms of payments, such amounts shall be payable from time to the lime in cat standing.

Borrower requesting payment thereof, and shall bear interest from the date of discursement at the rate payable from time to the later than the later of the later than the later of the later than the later of the l portower requesting payment thereof, and shall bear interest from the case of encoursement at the rate payment the line interest at such rate would be contrary to a policible law, in which event such involutes shall bear principal due under the Note unless payment of interest at such rate would be contrary to a policiable law, in which event such involves the line and the line an principal due under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such interest interest from the date of disbursement at the rate payable from time to time on outstanding principal due under the blote unless they interest interest from the date of disbursement at the rate payable from time to time on outstanding principal due under the blote under applicable under applicable law, in which event such amounts shall bear inverest at the highest rate permissible under applicable law, in which event such amounts shall bear inverest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action beginning.

law. Nothing contained in this paragraph o shall require Lender to incur any expense or take any action hereunder, provided that Lender shall inspections of the Property, provided that Lender shall inspection. Lender or its agent may make or cause to be made reasonable entries upon and imperious of the Property. Inspection, Lender or its agent may make or cause to be made reasonable cause therefor related to 1 malers interest in the Property. On that late of our property of any such inspection specifying reasonable cause therefor related to 1 malers in the property of any such inspection specifying reasonable cause therefor related to 1 malers in the property. Condemnation. The property of any award or claim for damages, direct or consermential in connection with any condemnation or other late of the damages.

give Durrower house prior to any such inspection spectifying reasonable cause increase related to 1 causes in the Proceeds of any award or claim for damages, direct or consequential, in connect or with any condemnation or other taking of the Proceeds of any award or claim for damages, direct or consequential, in connect or with any condemnation or other taking of the Proceeds of any award or claim for damages, direct or consequential, in connect or with any condemnation or other taking of the Proceeds of any award or claim for damages, direct or consequential, in connect or with any condemnation or other taking of the Proceeds of any award or claim for damages, direct or consequential, in connect or with any condemnation or other taking of the Proceeds of the Procedure of the Procedur the Property, or part thereot, or for conveyance in her of condemnation, are nereby assigned and snart be paid to Lender. With the excess, if any, paid to in the event of a total taking of the Property, the priceeds shall be applied to the sums secured by this later and be availed to the Romanical In the event of a partial taking of the Property inclose Romanica and Lender about the second of a partial taking of the Property inclose Romanica and Lender about the second of the Property. in the event of a total taking of the Property, unless Borrower and Lender otherwise agree in the straight the applied to the Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in the straight the applied to the straight that the straight the straight that the strai nurrower, in the event of a parim mains of the ripperty, unless morrower and Lender otherwise agree in wrong, there signify the sums secured by this secured by this Morigage such proportion of the proceeds as is equal to that proportion which the arrival of the sums secured by this Morigage such proportion of the proceeds as is equal to that proportion which the arrival of the data of taking heave to the fair morket value of the December, immediately prior to that data of taking heave to the fair morket value of the December, immediately prior to that data of taking heave to the fair morket value of the December, immediately prior to that data of taking heave to the fair morket value of the December, immediately prior to that data of taking heave to the fair morket value of the December. Sums secured by ans contigues such proportion of the proceeds as is equal to that proportion which the any on the sums secured by units. Mortgage immediately prior to that date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to that date of taking hears to the fair market value of the Property immediately prior to that date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to that date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking hears to the fair market value of taking hears to take the fair market value of taking hears to take the fair market value of taking hears to take the fair market value of taking hears to take the fair market value of taking hears to take the fair market

Dastings of the proceeds paid to Dorrower, or if, after notice by I ender to Borrower that the condemnor offers to make an award to settle a claim.

If the Property is abandoned by Borrower, or if, after notice by I ender to Borrower that the condemnor offers to make an award to borrower. If the Property is abandoned by Dorrower, or it, and nounce by a place to Dorrower that the condensation of the land apply the fordaminges, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is suffering the date and apply the property or to the current builting and the land of the la

proceeds, at Lender's option, cancer to restoration or repair of the property of to the sums secured by this Morthago granted by this Morthago granted by the monthly installments referred to in paragraph 3 hereof or change the amount of such installments.

Horrower Nor Released. Extension of the time for payment or modification of amortization of the sums secured by this Morthago granted by the Rorrower Nor Released. Extension of the time for payment or modification of amortization of the sums secured by this Morthago granted by the Rorrower Nor Released. the monthly installments referred to in paragraph's hereof of xhange the amount of such installment.

9. Borrower Not Released. Extension of the time for payment of modification of anorther the liability of the original Recommendation of the line for payment of page in any manner the liability of the original Recommendation of the liability of the Horrower not necessed. Expension of the time for payment of moduleanen of amorazation of the similar Borrower and Borrower are specifically at the original Borrower and Borro lender to any successor in interest of Borrower shall not operate to release, in any manner, the hadming of the original Borrower and Element of successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or successors in interest. Lender shall not be required by mortgige by reason of any demand made by the original Borrower and Element's successors in interest.

sucressors in interest.

10. Forbigarance by Lender Not a Waiver. Any forbigarance by Lender in exercising any right or remedy hereunder, or otherwise afforded by 10. Forbigarance by Lender Not a Waiver. Any forbigarance by Lender in exercising any right or remedy. The procurement of insurance of this partiage applicable law shall not be a waiver of or preclime the exercise of any such right to accelerate the maturity of the Note secured by this mortgage applicable law shall not be a waiver of Lender's right to accelerate the maturity of the Note secured by this mortgage taxes or other right or remedy under this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage. Taxon or other tiens or charges by Lender shall not be a waiver of Lender's right to accept the maturity of the pione secured by finds this Merigagor and cumulative. All remedies provided in the Mortgage are distinct and cumulative to any other right or remedy under this Merigagor afforded by low or amits and may be assurized consumently independently or acceptualty.

afforded by law or equity and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound Join and Severa Liability losigness. The coverante and per ement herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 herein. Horrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Mortgage, but does not execute the Note and Agreement:

is cosigning this Mortgage only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Mortgage;

is not personally obligated to pay the sum secured by this Mortgage; and b)

agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any combinations with regard to the terms of

this Mortgage or the Note and Agreement without the Borrower's consent.

13. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate 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.

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

Mortgage and Note and Agreement are declared to be severable.

15. Legislation Affecting Lender's Rights. If enactment or expiration of upplicable laws has the effect of rendering any provision of the Note and Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19 herein.

16. Borrower's Copy. Be a wer shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation

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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 Borro ver is sold or transfer ed) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage However this option shall not be exercised by Lender if exercised is prohibited by federal

law as of the date of this Mortgage.

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 maile? within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Len er may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. Acceleration; Remedies. Prior to electing to accelerate the indebtedness, Lender shall give notice to Borrower of any such breach, of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraphs 14 and 15 herein unless applicable law provides otherwise). The notice shall specify: (a) the detect; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be zured and (d) the failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and to eclosure. 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 o' sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to confect all expenses included in pursuing the remedies provided in this paragraph 18, including but not limited to, reasonable attorney's fees and costs of ti'le evidence.

19. Lender in Possession. Upon acceleration under paragraph 18 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 first applied to the 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's fees, and there to the sums secured by this Mortgage.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

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

22. Prior Mortgages. Borrower covenants and agrees to comply with all the terms and conditions and covenants of any Mortgage, trust deed, or Security Instrument effecting the Property which has or may have priority over this Mortgage, in luding specifically, but not limited to, timely making the payments of principal and interest due the reunder. Failure of Borrower to make such july nents or keep such items, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this mortgage and Lender may invoke the remedy specified in paragraph 18 herei.t.

23. Default.

- (a) The occurrence of any of the following events shall constitute a default by Borrower under this Mortgar e; (1) failure to pay when due any sum of money due under the Note and Agreement or pursuant to this Mortgage, (2) If any action or inaction by Florrowers adversely affects the collateral or the lender's right in the collateral. (3) Lender receives actual knowledge that For over made any material misrepresentation or omitted any material information in the Agreement, Mortgage, the Security Agreement, or in Borrower's application for the Agreement.
- (b) If Borrower is in default under the Agreement of this Mortgage, Lender may require Borrower to pay immediately the principal balance outstanding, any and all FINANCE CHARGE. Enrower may owe on that amount, together with all other fees, costs or premiums charged to Borrower's account. The principal balance outstanding under the Agreement after default shall continue to accrue FINANCE CHARGE until paid at the rate provided for in the Agreement as if no default had occurred.
- 24. Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Note or the Credit Documents there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on benalf of Borrower for attorney's fees, appraiser's fees, outlays for documentary expert evidence, stenographers' charges, publication costs, survey costs. And costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the Maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Borrower, with interest thereon at the rate from time to time in effect under the Note.
- 25. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage us if the rider(s) were a part of this Mortgage.

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IF BORROWER		NDIVIDUAL(S):	7 0		
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Charles Stewart III		andra W Stewart			
(CORP. SEAL)	1				
STATE OF ILLINOIS)				
COUNTY OF Cask)				
I, the undersigned, a Notary Public in and for Charles Stewart III, and Zandra W St	said Cour	ity, in the State at	foresaid, DO F	IEREBY CERT	DFY that
personally known to me to be the same person(s) whose p	ame(s) ar	subscribed to the for	regoing instrumen	it, appeared befor	n: Die Ini:
day in person, and acknowledged that they signed so and purposes therein set forth, including the release and w	aiver of the	right of homestead.	sent as a nice and	YOUMALY ECL, IO	I IDC USCA
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	‡:	- Gase (Samuel	ll	
My Commission expires: "POFF ON STALL		Notal	fy Public		
"OFFICIAL SEAL" (5/28/01 ROSE L'ARVELD					
Votary Public, State of Illinois	ii.				
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(CORP. SEAL) STATE OF ILLINOIS)				3 1 3 4 5 3 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
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Subscribed to the foregoing instrument as such before me this day in person and acknowledged that they and as the free and voluntary act of said corporations and in Secretary seal of said corporation, did affix the said corporate seal of the free and voluntary act of said corporation, as Trustee, seal, this day of	f said corpor for the uses	ration to said instrument and purposes therein s	nt as his own free et forth, Given u	and clintary acoder my hand and	t, and as l official
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P.O. Box 386 Hinsdale, Illinois 60521		Grant Square P.O. Box 386 Hinsdale, Illinois 605	521		

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