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RECORDATION REQUESTED BY:

Standard Federal Bank
2600 West Big Beaver Road
P.O. Box 3703
Troy, Michigan 48007-3703

WHEN RECORDED MAIL TO:

Standard Federal Bank
2600 West Big Beaver Road
P.O. Box 3703
Troy, Michigan 48007-3703

97162649

DEPT-01 RECORDING 931.00
TRAN 4356 03/10/97 15:49:00
#2502 = SJ #-97-162649
COOK COUNTY RECORDER

Equity Line Mortgage

904-105654

Notice: This is a future advance mortgage. The maximum principal amount, excluding preactive advances that may be secured by the Mortgage is \$ 80,000.00

This Mortgage secures advances made under an Equity Line Agreement and Disclosure Statement which contains a provision allowing for changes in the interest rate. All advances under the Equity Line Agreement and Disclosure Statement will be obligatory advances by the Lender. As the loan balance or interest rate changes, the monthly payment will change.

This Mortgage is made this 20TH day of JANUARY, 1997, between the Mortgagor FRANK K HUBBARD AND LINDA HIKIDO-HUBBARD, HUSBAND AND WIFE, whose address is 2140 W CONCORD PLACE CHICAGO IL 60647

(herein "Borrower"), and the Mortgagee, Standard Federal Bank, a federal savings bank, organized and existing under the laws of the United States of America, whose address is 2600 West Big Beaver, Troy, Michigan 48084 (herein "Lender").

Whereas, Borrower is indebted to Lender for advances extended or to be extended to Borrower by Lender in an amount up to EIGHTY THOUSAND AND 00/100

Dollars (\$ 80,000.00)

plus interest and expenses thereon (the "Indebtedness") under a line of credit extended by Lender according to the terms of an Equity Line Agreement and Disclosure Statement ("Equity Line Agreement") of even date herewith made between Borrower and Lender and by reference made a part hereof, with final payment being due on JANUARY 20, 2007 unless renewed, and

Whereas, Sections 6 and 7 of the Equity Line Agreement and Disclosure Statement provide for changes in the interest rate as follows:

"The Annual Percentage Rate will be adjusted quarterly as of January 21, April 21, July 21 and October 21 of each year (the "Adjustment Date"). The new Annual Percentage Rate for each Adjustment Date is calculated by adding .500 percentage points to a specified "Index" in effect on the last business day prior to the Adjustment Date. The Index we use is the weekly average Bank Prime Loan Rate in effect on the last business day of the month preceding each Adjustment Date. This Index is compiled and made available by the Federal Reserve Board. If this Index is discontinued for any reason, we will choose a new Index and promptly notify you of the change. The new Index will not be based upon a number or formula which is within our control. The maximum Annual Percentage Rate you will be charged will not exceed the maximum legal rate in effect from time to time during the term of this Agreement and in no case will the maximum Annual Percentage Rate exceed 18%."

Now, therefore, in consideration of the premises and of the extension of credit hereinabove set forth, to secure to Lender the repayment of advances extended under the terms of the Equity Line Agreement, with interest thereon, the payment of all other sums due pursuant to the Equity Line Agreement, with interest thereon, advances in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois (the "Property"): IN THE CITY OF CHICAGO

SEE ATTACHED

*Standard Federal Bank's operating name in Illinois is Bell Federal Bank.

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Permanent Index Number: TAX ITEM NO. 143133024

which has the address of 2140 CONCORD PLACE CHICAGO IL 60647

(hereinafter "Property Address");

Borrower hereby assigns to Lender all of Borrower's right, title and interest in and to all leases of the property and all rents from the property. In addition, Borrower grants to Lender a Uniform Commercial Code security interest in the Rents.

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 thereto, all of which, including replacements and additions to the same, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the aforesaid property, are herein referred to as the "Property."

Subject and subordinate to, however, in each and every respect to the rights of

FLEET MORTGAGE GROUP (the "First Mortgage"), under and pursuant to a certain mortgage upon the Premises dated 10/12/93, in the amount of \$ 198,000.00

Borrower does hereby covenant, promise and agree to and with Lender, which covenants, promises and agreements shall, to the extent permitted by law, run with the Property, as follows:

First. At the time of execution and delivery of this Mortgage, Borrower owns the Property in fee simple, free of all other liens and encumbrances other than the First Mortgage and the mortgage note secured thereby and building and use restrictions of record, and Borrower will warrant and defend generally title to the Property against all other claims and demands.

Second. Borrower shall promptly pay when due (a) all sums due to Lender under the Equity Line Agreement, (b) all sums due the First Mortgage under the First Mortgage and the mortgage note secured thereby; and (c) all other sums now or hereafter owed by Borrower, whether jointly or severally, to Lender pursuant to this Mortgage. Borrower shall discharge all of Borrower's obligations under the First Mortgage when the same shall be due.

Third. Your Equity Line Account is payable in full upon maturity in a single payment. You must pay the entire outstanding principal, interest and any other charges then due. Unless otherwise required by applicable law, we are under no obligation to refinance your Equity Line Account at that time. You may be required to make payments out of other assets you own or that a lender, which may be us, willing to lend you the money. If you refinance your Equity Line Account, you may have to pay some or all of the closing costs normally associated with a new Equity Line Account, even if you obtain refinancing from us.

Fourth. Unless otherwise agreed or required by applicable law, payments and other credits will be applied in the following order: to (a) Finance Charges; (b) late charges and other charges; and (c) unpaid principal.

Fifth. Until the indebtedness evidenced by the Equity Line Agreement is fully paid and all of Borrower's other obligations to Lender under this Mortgage have been satisfied, Borrower will pay all taxes, assessments, mechanics' liens and all other charges or impositions on the Property that may obtain priority over the lien of this Mortgage before any penalty for nonpayment attaches thereto, and will deliver to Lender without demand satisfactory receipts showing such payment.

Sixth. Borrower shall keep the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may reasonably require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and amounts thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums, upon demand. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to

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the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments due to Lender under the terms of the Equity Line Agreement or change the amount of such installments. If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Seventh. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall promptly comply with all laws, ordinances and governmental regulations affecting the Property the violation of which would materially and adversely affect Lender's security interest in the Property.

Eighth. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced against Borrower or the Property which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, code enforcement, or the enforcement by the First Mortgagee of any of its remedies for default under the First Mortgage, then Lender, at Lender's option, without notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of all such sums as may be required to induce the First Mortgagee to forbear from exercising its remedies for default in the First Mortgage, including but not limited to paying in full the amount due the First Mortgagee, the disbursement of reasonable attorney's fees and legal expenses and entry upon the Property to make repairs. Any amounts disbursed and any expenses incurred by Lender under this paragraph shall bear interest at the rate provided for in the Equity Line Agreement and shall be due in full immediately upon demand by Lender. Under no circumstances whatsoever shall Lender be obligated to make any advances or to incur any expense or to take any action hereunder.

Ninth. Borrower shall not accept or permit any increase of the principal amount secured by the First Mortgage, nor accept or permit any amendment, modification, extension or other change to the terms of any instrument or agreement executed in connection therewith, without Lender's prior written consent.

Tenth. Lender may make or cause to be made reasonable entries upon and inspections of the Property, to inspect the Property for purposes of Borrower's compliance with the terms and conditions to the Mortgage.

Eleventh. Upon the occurrence of a Termination Event, as set forth in the Equity Line Agreement, and at any time thereafter, Lender may, without notice except as expressly required by law, exercise any one or more of the following rights and remedies, in addition to any other rights or remedies allowed by law.

(a) declare all sums secured hereby to be immediately due and payable, and if the same is not paid on demand, bring suit therefor, or commence judicial or statutory foreclosure proceedings, at Lender's option, or institute any other proceeding or take any other actions as may be available to Lender at law or in equity because of Borrower's default hereunder. The commencement of statutory or judicial foreclosure proceedings hereunder shall be deemed an election by Lender to exercise its option to accelerate the due date of all sums secured hereby.

(b) Collect Rents. Lender shall have the right, without notice to Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Borrower irrevocably designates Lender as Borrower's attorney-in-fact to endorse instruments received in payment thereof in the name of Borrower and to negotiate the same and collect the proceeds. Payment by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent or through a receiver.

(c) Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(d) Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Borrower's interest in all or any part of the Property, and if permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Twelfth. Without prior notice or approval from you, we reserve the right to sell or transfer your Equity Line Account to another lender, entity, or person, and to assign our rights under the Mortgage. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.

Thirteenth. Extension of the time for payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release or limit, in any manner, the liability of the original Borrower and Borrower's successors in interest. Further, Lender shall in no event be required to commence proceedings against any such successor in interest.

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FOURTEENTH. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

FIFTEENTH. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

SIXTEENTH. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

SEVENTEENTH. 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 written 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. All notices must be in writing. 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.



EIGHTEENTH. In the event that any provision or clause of this Mortgage or the Equity Line Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Equity Line Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Equity Line Agreement are declared to be severable.

NINETEENTH. If all or any part of the Property or an interest therein 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 Mortgage. However, this option shall not be exercised by Lender if exercise 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 mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

TWENTIETH. Borrower hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

In Witness Whereof Borrower has executed this Mortgage.

		
	FRANK K HUBBARD	
		
	LINDA HUKIDO-HUBBARD	
		-Borrower
		-Borrower

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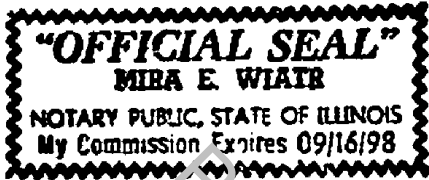
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State of ILLINOIS

County of COOK

} ss:

The foregoing instrument was acknowledged before me this 20TH day of JANUARY 1997 by FRANK K HUBBARD AND LINDA HIKIDO-HUBBARD, HUSBAND AND WIFE



Mira E. Wiatr
Notary Public

COOK County, Illinois

My commission expires: 9-16-98

Drafted By: Sondra Simmons
Bell Federal Bank
A Division of
Standard Federal Bank
79 West Monroe Street
Chicago, Illinois 60603

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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LOT 24 AND THE WEST 1/2 OF LOT 23 IN JOHNSON'S ADDITION TO CHICAGO, A
SUBDIVISION OF PART OF LOTS 3, 5 AND 6 IN ASSESSOR'S DIVISION OF
UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS-----

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