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Loan No. 5003073

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OPEN-END CREDIT LINE MORTGAGE

THIS MORTGAGE SECURES FUTURE
ADVANCES AND ACCRUED AND UNPAID INTEREST.

THIS OPEN-ENC CREDIT LINE MORTGAGE (this "Mortgage"), dated as of <u>December 11</u>, 1997, by Mark C. Benton and Be; ky Sue Benton, husband and wife, tenants by the entirety, residing at 1000 South Summit Street, Barringtor, 1, 80010, ("Borrower") to The Prudential Savings Bank, F.S.B., a federal savings bank organized and existing under the laws of the United States having an address at Suite 400. Two Concourse Parkway. Atlanta. Georgia 30328 ("Lender").

Borrower and Lender have signed the Home Equity Account Agreement and Initial Disclosure Statement, dated as of <u>December 11, 1957</u>, "Loan Agreement"), providing credit to Borrower in a principal amount of up to \$20,000,00, (TWENTY 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 Expirit 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 are add 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 increage will end and Lender will cancel this Mortgage at Borrower's expense when: (i) Borrower pays is 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 for the benefit of Lender against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. 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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- 3. Borrower shall maintain the Property in good repair and condition and comply with all laws affecting the Property.
- 4. Each of the following shall be a default (a "<u>Default</u>") 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 "<u>Prior Lien</u>"); (g) or the transfer of title to the Property.
- 5. Upon the happening of a Default, Lender may declare the entire amount of and all interest on the Otiligations 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.
- 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, b' notice to the other, specify a new address to which all future notices shall be forwarded.
- 7. This Mortgage carrie, 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 filling" 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.
- 8. If Borrower receives any notice of default under a Prior Lien, Borrower shall promptly deliver a copy of the notice to Lender.
- 9. This Mortgage is given to secure a revolving crodit 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 it 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 unpoid belance 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.

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

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

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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, Bor	rower has duly signed this Mortgage as of the day and year
first above written.	\bigcap 4 . \bigcap .
	Mach Chenter
	Mark C. Benton
	(Becky Due Kento
σ O	Becky Sue Benton
	_ 00
Prepared by: Willely	Troles
Alicia Reynolds, For the Lend Two Concourse Parkway, Suit	
Atlanta, GA 30328	
9	
State of Illinois	
County of LAKS	
On this 11 day of De	(embol 1997, before me, a
notary public, the undersigned officer, person	ally appeared Mark C. Benton and Becky Sue Benton, a
single person/husband and wife known to me	(or satisfactorily proven) to be the person whose name is
therein contained.	wledged that he (she) executed the same for the purposes
In witness whereof, I hereunto set my	hand and official and
in whitess whereof, a neradiko set thy	nand and omicial sea.
(NOTABLE SERVICES SESSESSES	Signature X Websech Lenn Kobles
DEBORAH ANN ROBLES	Notary Public
Notary Public, State of Illinois	My Commission Expires 3/28 01
My Commission Expires 03/28/2001	
12.00	
When recorded return to:	CV
The Prudential Savings Bank, F.S.B., Attn: Ho P.O. Box 105317, Atlanta, GA 30348-5317	me Equity Dept.
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Exhibit A

Page 1

LEGAL DESCRIPTION: ALL THAT CERTAIN PROPERTY SITUATED IN IN THE COUNTY OF COOK. AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 08/16/96 AND RECORDED 09/20/96. AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE. AND REFERENCED AS FOLLOWS: 96636719.

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

REAL ES
1S. TO WIT.

ARTHUR T. MCINT.

/IDM 12. TOWNSHIP

DIAN, IN EDDK COUNTY

BOLICIAN FOR, EL LOT I IN BLOCK IS IN ARTHUR T. MCINTOSH & COMPANY'S HILLSIDE ADDITION TO BARRINGTON IN SECTION 12. TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1600 S. Summit SI

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