

Prepared by: A. Cabrin
FIRSTAR BANK U.S.A., N.A.
530 WEST OAK DRIVE
WILKINSON, IL, 60090
800-467-7200 (Lender)

HOME EQUITY LINE MORTGAGE

GRANTOR		BORROWER	
PETER D PANTOS CONSTANTINA PANTOS		PETER D PANTOS CONSTANTINA PANTOS	
ADDRESS 6520 N ARDENSIAN AVE CHICAGO, IL 60643-5328 TELEPHONE NO. 773-761-8336		ADDRESS 6520 N ARDENSIAN AVE CHICAGO, IL 60643-5328 TELEPHONE NO. 773-761-8336	
IDENTIFICATION NO.		IDENTIFICATION NO.	

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	650,000.00	12/03/97	12/00/00		3406107525

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;
c) applicable law

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purpose.

4. FUTURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ 50,000.00

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6. EXPENSES. To the extent provided by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's obligations under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

- (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims against the Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference;
- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or in connection with the use of the Property; Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substance, or any other substance, including waste which is or becomes regulated by any governmental authority including, but not limited to, (A) petroleum, oil, kerosene or combustible substance; (B) polychlorinated biphenyls; (C) those substances, materials or wastes defined as "hazardous substances" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 302 of the same Act or any amendments or replacements to these statutes; (D) those substances, materials or wastes defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (E) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these covenants do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
- (d) No action or proceeding shall be pending or threatened which might materially affect the Property; and
- (e) Grantor has not violated and will not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWING. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A or any interest therein, or of all or any beneficial interest in Lender or Grantor if Lender or Grantor is not a natural person or person but is a corporation, partnership, trust, or other legal entity, Lender may, at Lender's option during the term covered by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage or any otherwise prohibited by federal law.

8. INQUIRIES AND NOTIFICATION TO THIRD PARTY. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or result in the termination or the withholding of any agreement in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor shall not take any action which shall (a) collect any monies payable under any Agreement more than one time; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except by the agreement of any one or other material breach by the other party thereto. If agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.

10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessors, lessors, governmental authorities and insurance companies) to pay Lender any indebtedness or obligations owing to Grantor with respect to the Property (including, but not limited to, whether or not a default exists under this Mortgage). Grantor shall diligently collect the indebtedness from such third party and these third parties until the giving of such notification. In the event that Grantor possesses or has a possession of any instrument or other documents with respect to the indebtedness following the giving of such notification or if the instrument or other documents entitles the payment of any indebtedness or the payment of any monies or consideration proceeds, Grantor shall hold such instruments and other documents in trust for Lender or, Grantor shall, upon the giving of such notification, endorse the instruments and other documents to Lender, and immediately provide Lender with a copy of the instruments and other documents. Lender shall be entitled, but not required, to collect by legal proceedings, if necessary, the time for payment, compensation, exchange or release any debt or collateral upon, or otherwise enforce any indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, over, mistake, omission or delay pertaining to the actions described in this paragraph or any damage resulting therefrom.

11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Unless stated to the contrary, all alterations, additions and improvements made to the Property shall be subject to the interest of Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

12. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (including fire or other Damage) to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

Handwritten initials/signature

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21. DEFAULT. Grantor shall be deemed to be in default under this Mortgage if he or she:

- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;
- (b) fails to meet the repayment terms of the Obligations; or
- (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or confiscation.

22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice of demand (except as required by law):

- (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
- (b) to declare the Obligations immediately due and payable in full;
- (c) to collect the outstanding Obligations with or without resorting to judicial process;
- (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
- (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency;
- (g) to take any action necessary to secure the payment or performance of the Obligations, or the satisfaction of any lien on the Property;
- (h) to foreclose this Mortgage;
- (i) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (j) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any part of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following order: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, making or obtaining the appointment of a receiver for the Property, including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs; then to the payment of the Obligations; and then to any third party as provided by law.

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.

26. SATISFACTION. Upon the payment and performance in full of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation.

27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. The above shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of its remaining Obligations in whatever order Lender chooses.

29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 28, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

13. INSURANCE. Grantor shall maintain (1) Property insured by a fire and theft policy insuring loss or damage caused by fire, collision, theft and other perils insurable under a fire and theft policy, and (2) liability insurance insuring the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage for the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraphs 13 and 14 hereof. Grantor shall furnish Lender with evidence of insurance insuring the residential garage. Lender may call an attorney-in-fact for Grantor in making and settling claims under insurance policies, executing any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be conclusively assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Such insurance coverage shall be directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes non-conforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed change to the zoning provisions or private covenants affecting the Property.

15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's closing fees, legal expenses and other costs (from any approved fund) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.

16. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened suit, action, or other proceeding affecting the Property. Lender hereby appoints Lender as its attorney-in-fact to commence actions in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claims or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay in acting to the extent described in this paragraph or for damages resulting therefrom. Nothing contained herein shall prevent Lender from taking the actions described in this paragraph in its own name.

17. IDENTIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with the names, addresses, telephone numbers, and other identifying information of all persons who are or may be or have been or may be in the future (including but not limited to, those involving Hazardous Waste) Grantor, upon its request, shall file the legal counsel to defend Lender from such claims, and pay the attorney's fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to recover its own legal counsel to defend such claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to the Property when due. In the event of Lender's default, Grantor shall deposit with Lender each month one-twelfth (1/12) of the (1) total amount of taxes, fees and assessments pertaining to the Property. So long as there is no default, the amount shall be applied to the payment of taxes, assessments and interest as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds as held to pay any taxes or against the Obligations. Any amount applied against the Obligations shall be applied in the reverse order of the due dates thereof.

19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender (1) to enter the Property and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. (2) All documents and information contained in Grantor's books and records shall be genuine, true, accurate and complete in respect to the Property. Grantor shall note the existence of Lender's interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request concerning Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's condition at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor shall be true, accurate and complete in all respects.

20. ESTOPPEL CERTIFICATE. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender any intended transfers of Lender's rights with respect to the Obligations, a signed and acknowledged certificate specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, demands, or causes of action with respect to the Obligations and, if so, the nature of such claims, demands, or causes of action. Grantor will be conclusively bound by any representation that Lender may make to the lender with respect to these matters in the event that Grantor fails to provide the requested document in accordance with this paragraph.

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32. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

34. NOTICE. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

37. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all parties signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property security in this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

38. ADDITIONAL TERMS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: **DECEMBER 3, 1997**



GRANTOR **PETER P. PANTOS**
JOINT DEBTOR

A/K/A PETER PANTOS



GRANTOR **KONSTANTINA PANTOS**
JOINT DEBTOR

GRANTOR

GRANTOR

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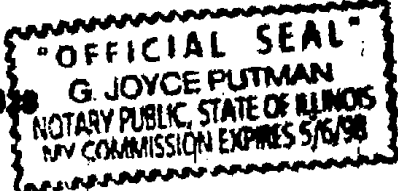
State of Ill County of Cook

I, G. Joyce Putman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PETER P PRATOS KONSTANTINA PRATOS personally known to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed, sealed and delivered the said instrument as Their on behalf of the free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 7 day of Dec

Notary Public: G. Joyce Putman Commission expires: _____

The street address of the Property (if applicable) is: 6420 N ARMITAGE AVE CHICAGO, IL 60645-3328



Permanent Index No. (if): 18-36-422-029-400

The legal description of the Property is: THE SOUTH 1/3 OF L&E 6 IN BLOCK 2 IN SECTION 2, WILLOW HUNTERS GOLF CLUB ADDITION TO BOWENS PARK, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ENCLOSURE

This instrument was prepared by: A. CHAN FINANCIAL BANK After recording return to: FINANCIAL BANK U.S.A., N.A., P.O. BOX 3437, CHICAGO, IL 60608

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