Chicago Il 60635

This instrument prepared by: FFICIAL, COPY 6

3953646

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LOAN NO.

MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT, 1991

NOTICE: THIS MOST GAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.

THIS MORTGAG (T) SECURE A REVOLVING LINE OF CREDIT LOAN (herein "Mortgage") is made by and among GALL (TESCHENDORF AND LISA GODSEY, HIS WIFE and (strike if title is not and (strike if title is not (the "Trustee"), not personally but as Trustee under a Trust Agreement dated and known as Trust No. (herein each of GALE D TEST ENDORF, LISA GODSEY and the Trustee, if any, are individually and collectively and jointly and severally referred to as "Borrower") and ST. PAUL FEDERAL BANK FOR SAVINGS whose address is 6700 W. North Avenue, Chicago, Illinois 60635 (herein "Lender").

In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, conteys, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located , County of in the of 3 AWYN COOK State of Illinois:

(1) THE NORTH 1 FOOT OF LOT 4 AND

(2) ALL OF LOT 5

IN BLOCK "A" IN WALTER JONES SUBDIVISION OF LOT 4 IN THE CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. #16-20-300-037

which has the address of 1646 CUYLER, BERWYN IL 60402 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, for ever together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and grafights and profits, water, water rights and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter fitsched 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 said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if ; the payment of all other sums, not sooner paid or required to be paid, due and payable on 04/01/96 with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a lessehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to excumbrances of record. Borrower covenants

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9. Condemnation. The processis of any award or claim for an nages, direct on consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of sondemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the 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, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to

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 any payment due under the Note or change the amount of such payment.

- 10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a walver 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.

12. Remedies Cumulative. 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.

- 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bird, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for '(t) is Mortgage shall be given by delivering it to the Property or by mailing such notice by ordinary 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 registered or certified mail, return receipt requested, to Lender's address stated herein or in such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this to trage shall be deemed to have been given to Borrower on the date it is delivered to the Property's address or the date cuch notice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.
- 15. Actual Knowledge. For purpose of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be convised to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the intermined by reference to the in Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably relieves to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.
- 16. Governing Law, Severability. This Mortgage shall be so, a med by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with a provision of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 17. Borrower's Copy. Borrower shall be furnished a conformed or , of the Note and of this Mortgage at the time of execution or after recordation hereof.

- 18. Events of Default; Remedies (Including Freezing the Line).

 a. Events of Defaults. Set forth below is a list of events which will constitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted matricel information on Borrower's credit application or made any false or misleading statement on Borrower's credit application: (4) the death of Borrower or any maker or guarantor of the Note; (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrowers and not dismissed within sixty (60) calendar days, under any provision of any costs or federal bankruptcy law in effect at the time of filing; (6) Borrower massignment for the benefit of Borrower further encumbers the Property or becomes unable to meet Borrowers obligations generally as they become due: (7) Borrower further encumbers the Property or effect at the time of filing; (8) Borrower makes an assignment for the benefit of Borrowei's civiliors, becomes insolvent or becomes unable to meet Borrowers obligations generally as they become due; (7) Borrower furth erencumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrance which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any cred time rument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit in summent or mortgage or whose lien has or appears to have any priority over the lien created by this Mortgage; or whose lien as or appears to be secured by the Property or on which this Mortgage is a lien; or any of Borrower's other creditors attempts to for actually does) seize or obtain a writ of attachment against the Property; (9) Borrower fails to keep any other covenant contained in this Mortgage and the Note not otherwise gracified in this Section. Mortgage and the Note not otherwise specified in this Section.
- b. Remedies (Including Freezing the Line). Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.
- 19. Transfer of 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 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not se 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Revolving Line of Credit Loan, This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness accured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness accured hereby. these teachers is a second of the Property, provided the features that the Property, provided the features is and impectations of the Property, provided these teachers, is and the Property, provided the feature teachers is an included the feature teachers is an included the feature teachers. interest, including, but not imited to, disbursencest of responsible stroringys tees and entry upon the troperty to make repairs additional become additional horizonth. With interest thereof, shall become additional hay amounts disbursed by this Mortgage, Unless Borrower and Lander agree to other terms of payment, such interest from the interest from the payable upon Lander to Borrower requesting payment thereof, and shall bear interest from the date of borrower requesting principal under the Agreement. Nothing contained date of disbursement at the rate payable from time on outstanding principal under the Agreement. Nothing contained date of disbursement is from the contained of disbursement at the rate payable from time to interest on outstanding principal under the Agreement. Nothing contained the typic payable from time to interest of the property, provided in this payable train. and supplement the covenants and agreements of this mortgage as it the rider were a part nereol.

7. Freezettes of Leader's Security. If Borrower fails to perform the covenants and agreements of Leader's interest in the Property, including Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, code but not limited to, any proceeding brought by or on behalf of a prior mortgage, emiment domain, insolvency, code antender a proceeding brought by or on behalf of a prior mortgage, emiment domain, upon notice but not implied to, any proceeding brought by or on behalf of a prior Lender at Lender's option, upon notice antoned in proceeding brought by or on behalf or action as is necessary to protect Lender's entire the notice in the protect Lender's and take anch appearances, disburses, disburses, disburses, disburses, disburses, disburses, dispussed to this paragraph?, with interest thereon, shall become additional house, including but not limited to, disburses to this paragraph?, with interest thereon, shall become additional Any amounts disbursed by Lender pursuant to this paragraph?, with interest thereon, shall become additional Any amounts disbursed by Lender pursuant to the paragraph?, with interest thereon, shall become additional Any amounts dispuss the proceedings and a proceedings and a proceeding and exisms of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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