UNOFFICIAL CO 177004 81 001 Page 1 of

This instrument was prepared by:

JENNIFER HART

Cook County Recorder

2002-06-11 07:58:03

29.00

MAIL TO → BOX 352

17 A			
7525-1	MORTGAGE		
THE MORTGAGE IS MINDE ON 02/1	5/02	, between th	e Mortgagor,
THIS MORTGAGE IS made on02/18 ALLEN T BEHNKE AND CYNTHIA M BEHNK	(E, HUSBAND AND WIFE		
(herein "borrower), and the Mortogee,	NUMARK CREDIT UNION	<u> </u>	
a corporation organized and existing under	the laws of		ddroop is
ILLINOIS	<u> </u>	, wno:	se address is
9809 W 55TH ST			
COUNTRYSIDE, IL 60525	(herein	Lender").	
LOT 5161 IN WOODLAND HEIGHTS UNIT	of the indebtedness evidence of the indebtedness evidence on, advanced in accordance of Lender the following descriptions: 12 BEING A	eed by the Note, with interes	t thereon; the ecurity of this Borrower does
SUBDIVISION IN SECTION 25, 26, AND 3 NORTH, RANGE 9, EAST OF THE THIRD F MERIDIAN, IN THE VILLAGE OF STREAM IN RECORDER'S OFFICE MARCH 6, 1970 NO. 12099951 IN COOK COUNTY, ILLING	PRINCIPAL WOOD RECORDED , AS DOCUMENT	750 Price	

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN **EQUITY LOAN SERVICES, INC. AS** AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

0626418001 which has the address of	7 WALKER AVE			
which has the address of	(Street)	, Illinois	60107	(herein
STREAMWOOD	(City)		(Zip Code)	
"Property Address"):	ODEDIT LINION COPY		EIL248	(LASER) 27860

'Property Address");

CREDIT UNION COPY

UNOFFICIAL COPY

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of vearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be chligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay send taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower, interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, an payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may at all a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the terms "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may 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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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 the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Comdoking ms; Manned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold if this Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this of the Property and shall comply with the provisions of any lease if the Rorrower shall perform all of Rorrower's Nortgage is on a unit in a condeminium or a planned unit development. of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium of a planned unit development, Borrower shall perform all of Borrower's Mortgage is on a unit in a condominium of a planned unit development, and the condominium of planned unit development. Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development and constituent development the by-laws and regulations of the condominium or planned unit development. obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent development, the by-laws and regulations of the condominium or planned unit development, and constituent
 - 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in the this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property then Lender's option upon notice to Rorrower may make such appearance. this Mortgage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such property, then Lender's option, upon notice to Borrower, may make such appearances, disburse such serious as is necessary to protect Lender's interest. If Property, then Lender's option, upon notice to Borrower, may make such appearances, dispurse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If lender required mortgage incurance as a condition of making the loan secured by this Mortgage. Borrower shall be provided by this Mortgage incurance as a condition of making the loan secured by this Mortgage. sums, including reasonable attorneys' tees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall be secured to maintain such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such time as the requirement for such insurance in affect until such times as the requirement for such insurance in affect until such times as the requirement for such insurance in affect until such times as the requirement for such insurance in affect until such times as the requirement of the such insurance in affect until such times as the requirement of the such insurance in affect until such times as the such insurance in affect until such times as the such insurance in affect until such times as the such time Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Porrower's and Londer's written agreement or applicable law.

pay the premiums required to maintain such insurance in effect unit such time as the requirement insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender purellant to this paragraph 7, with interest thereon, at the Not ance terminates in accordance with borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall any amounts disbursed by Lender pursuant to this paragraph. Unless Rorrower and Lender agree to the additional indebtedness of Rorrower secured by this Mortages. Any amounts disbursed by Lender pursuant to this paragraph /, with interest thereon, at the Note rate, shall be become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to about the shall be haveable upon notice from Lender to Borrower requesting navment. become additional indepredness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to include any expanse of take any section. other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing Contained in this paragraph 7 shall require Lender to incur any expense or take any action

eunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the party provided that leader shall give Regresser notice prior to any such inspection specifying reasonable cause Property, provided that Under shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's inspect in the Branch.

- refor related to Lender's interest in the Property.

 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection of the Property or part thereof or for conveyance in lieu of the property or part thereof or for conveyance in lieu of the property of part thereof. 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assisted and shall be paid to Lender subject to the terms of any mortgage dead of therefor related to Lender's interest in the Property.
- with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. tor other security agreement with a lien which has priority over this intergage.

 10. Borrower Not Released; For expanse by Lender Not a Waiver. Extension of the time for payment or Not a Waiver. Extension of the time for payment or Not a Waiver. Extension of the time for payment or Not a Waiver. Extension of the sums secured by this Mortgage granted by Lender to any successor in interest difficultion of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest. trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; For Jearance by Lender Not a Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Porrower shall not operate to release in any manner the liability of the original Rorrower and Rorrower. modification of amortization of the sums secured by 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 in interest Lender shall not be commence proceedings against such successor or refuse to successors in interest Lender shall not be commence proceedings against such successor or refuse to of Borrower snall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not up required to commence proceedings against such successor or refuse to successors in interest. Lender shall not up required to commence proceedings against such successor or refuse to successors in interest. Lender shall not up reason of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by this Mortgage by reason of any system of the same secured by the successors in interest. Lender shall not of inquired to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by Lender in interest. Any forheadence by Lender in interest and Rorrower's successors in interest. extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in a sum of the sum demand made by the original Borrower and Borrower's successors in interest. Any torpearance 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. exercising any right or remedy nereunder, or intrivise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

 Several Liability: Co-signers. The covenants and agreements

 11. Successors and Assigns Bound; Joint ard

 herein contained shall hind, and the rights hereuncier, shall insure to, the respective successors and assigns
 - 17. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of herein contained shall bind, and the rights hereunder shall inure to, the respective successors and agreements of herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of herein contained shall be provided to the provisions of paragraph 16 hereof. All covenants and agreements of herein contained shall be in the provisions of paragraph 16 hereof. All covenants and agreements of herein contained shall be in the provisions of paragraph 16 hereof. All covenants and agreements of herein contained shall be in the provisions of paragraph 16 hereof. All covenants and agreements of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants are provisions of paragraph 16 hereof. Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of paragraph 16 hereof. All covenants are paragraph 16 hereof. All cov Borrower shall be joint and several. Any Borrower who signs this Mortgage, but does not execute the Note, (a is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender this Mortgage and (c) agree is the terms of this Mortgage. is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agree that Lender and any other Regression bereinder may agree to extend modify forhear or make any other Regression. under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agree that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other that Lender and any other Borrower hereunder may agree to the Note without that Borrower's consent an accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and the Note without the Regard to the terms of this Mortgage or the Note without the Regard to the terms of this Mortgage or the Note without the Regard to the terms of this Mortgage or the Note without the Regard to the that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Bronzetti. accommodations with regard to the terms of this Mortgage or the Note without that Borrower's conswithout releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

 12 Notice Except for any notice required under applicable law to be given in another manner. (a) are nout releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice.

 Represent provided for in this Mortgage shall be given by delivering or by mailing such notice by certified manner.
 - TZ. 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 delivering it or by mailing such notice by certified meadures and the Property Address of at such other addressed to Borrower at the Property Address of at such other addressed to Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Property Address of at such other addresses as Borrower at the Borrower at to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail to lander's addressed to Borrower at the Property Address or at such other address. As Borrower may designate by notice to lander shall be given by certified mail to lander's address state. addressed to Borrower at the Property Address or at such other address, as Borrower may designate by notice Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address as Lender may designate by notice to Regrouper as provided herein. Any notice to Borrower as provided herein. Lender as provided nerein, and (b) any notice to Lender shall be given by certified mail to Lender's address stall herein or to such other address as Lender may designate by notice to Borrover as provided herein. Any not herein or to such other address as Lender may designate by notice to Borrover or Lender when given in the Mortagae shall be deemed to have been given to former or Lender when given in nerein or to such other address as Lender may designate by notice to Borrower as provided herein. Any not provided for in this Mortgage shall be deemed to have been given to Enrower or Lender when given in manner designated herein.
 - nner designated nerein.

 13. Governing Law; Severability. The state and local laws applicable to this Wortgage shall be the laws of Eaderal and Coverning Law; Severability of Eaderal and Coverning Law; Severability of Eaderal and Coverning Coverni 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal to this Mortgage of this Mortgage of the Nortgage of the Nortgag Jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal to this Mortgage. In the event that any provision or clause of this Mortgage or the Note which can be given affect with law such conflict shall not affect other provisions of this Mortgage or the Note which can be given affect with law such conflict shall not affect other provisions of this Mortgage or the Note which can be given affect other provisions of this Mortgage or the Note which can be given affect other provisions of this Mortgage or the Note which can be given affect other provisions of this Mortgage or the Note which can be given affect other provisions of this Mortgage or the Note which can be given affect other provisions of this Mortgage. to this Mortgage, in the event that any provision or clause of this Mortgage or the Note conflicts with applic law, such conflict shall not affect other provisions of this Mortgage and the Note are declared the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared the conflicting provision, and to this and the provisions of this Mortgage and the Note are declared to law, such conflict shall not affect other provisions of this Mortgage and the Note are declared to the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to the everable. As used herein "costs" "expenses" and "attornays' fees" include all sums to the extensions of this provisions. manner designated herein.
 - nibited by applicable law or limited nerein.

 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage in the secondarian has a conformed copy of the Note and of this Mortgage in the secondarian has a conformed copy of the Note and of this Mortgage in the Note and of the Note and of the Note and of the Note and Ortal Note and severable. As used herein, "costs", prohibited by applicable law or limited herein.
 - 3 OT EXECUTION OF ATTER RECORDATION NETEOT.

 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any appearance which Rorrower enters into with Landar Landar Landar appearance improvement renair or other loan agreement which Rorrower enters into with Landar Lan rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender's ontion may require Borrower to execute and deliver to Lender in a form accentable to Lender. renabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender's option, may require Borrower to execute and deliver may have against parties who execute and acceptable to the control of th time of execution or after recordation hereof. Lender's option, may require borrower to execute and deliver to Lender, in a form acceptable to Lender, assignment of any rights, claims or defenses which Borrower may have against parties who supply assignment of any rights, claims or defenses which Borrower made to the Property assignment of any rights, claims of defenses which buttower may have materials or services in connection with improvements made to the Property.

16. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in Rorrower is gold or transferred and Borrower is not a natural it is sold or transferred (or if a beneficial interest in Borrower. If all or any part of the Property or any interest in Borrower is sold or transferred and Borrower is not a natural and a sold or transferred and Borrower is not a natural of all of all of all or any part of the Property or any interest in Borrower. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all person) without Lender's phot written consent, Lender may, at its option, require immediate payment in full of all faderal laws as of the data of 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.

eral law as or the date or this iviorigage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a control of the state of the sta period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all some period by this Mortgage. If Borrower fails to pay those sums prior to the expiration of this period. Lender 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 these sums prior to the expiration of this period, Lender must pay all the period of the expiration of the period, Lender must pay all the period of the expiration of the period, Lender must pay all the period of the expiration of the period, Lender must pay all the period of the expiration of the period. may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any some of Rossower in this Mortgage including the covenants to hav when due any some secured T/. Acceleration; Remedies. Except as provided in paragraph 16 nereor, upon Borrower's preach of any this Mortgage, including the covenants to pay when due any sums secured and the provided in paragraph 12 hereof Covenant or agreement of borrower in this wortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof the heach. (2) the action required to cure such breach. (3) a date not less than 10 days from the by this wortgage, Lender prior to acceleration shall give notice to borrower as provided in paragraph 12 nereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the most and (4) that failure to cure such spectrying: (1) the preach; (2) the action required to cure such preach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or hafore the date enecified in the notice may regult in acceleration of the sums secured by this date the notice is malled to borrower, by which such preach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this The notice chall further inform Borrower of breach on or perore the date specified in the notice may result in acceleration of the sums secured by units the right to reinstate after acceleration and the right to accept in the foreclosure proceeding the nonexistence of a the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other reason of Rossower to acceleration and foreclosure if the broads is not owned on or hefere default or any other rafense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the data encolling in the ratios I ander at landar's option may declare all of the sums eacured by this Mortogoe. the date specified in the votice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage by indicial to collect in such proceeding all expenses of foreclosure, including, but not To be immediately due (inc payable without turtner demand and may toreclose this infortgage by judicial limited to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' sees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstere. Notwithstanding Lender's acceleration of the sums secured by this transport to Reinstere to the sums secured by the right to have any proceedings begin by I order to 18. Borrower's Hight to Heinstein. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to antity of a judgment enforcing this Mortgage if. (a) enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) entorce this Mortgage discontinued at 271y time prior to entry of a judgment entorcing this Mortgage II: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration this mortgage and the Note had no acceleration of Rorrower Contained in this occurred; (b) Borrower cures all breaches of a ry other covenants or agreements of Borrower contained in this process incurred by Lender in enforcing the covenants and Mortgage; (c) Borrower cures all preaches of any other covenants or agreements of Borrower contained in this Mortgage in curred by Lender in enforcing the covenants and in approximation and agreements of Borrower pays an reasonable expenses incurred by Lender in entorcing the covenants and 17 hereof including but not limited to reasonable at a name of the covenants and limited to reasonable at a name of the covenants and lander of the covenants are lander of the covenants are covenants. 17 hereof, including, but not limited to, reasonable atio, pays' fees; and (d) Borrower takes such action as Lender may reasonably require to accure that the lien of this Moltgage Landar's interset in the Property and Rorrower's may reasonably require to assure that the lien of this Mo tga/o, Lender's interest in the Property and Borrower's chall continue unimpaired. Upon each navment and cure by obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by this Mortgage shall continue unimpaired. Upon such payment and cure by the sum of the obligations cantrad harable chall remain in full force and effect as if no Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no

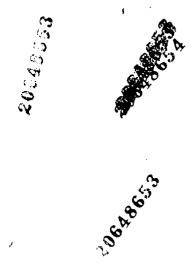
19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns ander the rents of the Property provided that Rorrower shall prior to specify provided paragraph 17 hereof 13. Assignment of Hents; Appointment of Receiver. As additional security nereunder, borrower nereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof and retain such rants as they become due and payable.

or abandonment of the Property, provided that borrower shall, prior to receieration under paragraph 17 hereof or shandonment of the Property, have the right to collect and retain such rents to they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, lender shall be entitled to have Upon acceleration under paragraph 17 nereot of abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage (the Property and to collect the property including those past due All sants collected by the receiver example applied first to payment a receiver appointed by a court to enter upon, take possession or and manage the Property and to collect une refer to the Property including those past due. All rents collected by the receiver shall be applied first to payment of the Property and collection of rents including but not smithed to receiver's fees of the costs of management of the Property and collection of rents, including, but not a mited to, receiver's fees, and then to the sums secured by this Mortages. or the costs of management of the Property and collection of rents, including, but not difficult to, receiver a rees, and then to the sums secured by this Mortgage.

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

arge to borrower, borrower shall pay all costs of recordation, it any.

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



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 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, Borrower has executed this Mortgage.

My Commission Expires April 4, 2005

(Seal)		
ALLEN T BEHNKE Borrower	,.	
V	က	
(Seal)	365 3	
Borrower	20648653	(5)
X (Seal)	36	(S)
CYNTHIA M BEHNKE		3
X antheir M. Behnke -		1988 988 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
(Seal)	•	
Borrower		
STATE OF ILLINOIS , COOK	County ss:	
STATE OF	a Notary Publi	c in and for said
1, Jenneter Vart	8 140 tary 1 45	
county and state, do hereby certify that ALLEN T BEHNKE CYNTHIA M BEHNKE		
	personally known	to me to be the
same person(s) whose name(s) ARE subscribed to the foregoing instruments and delivered the said instruments.	ent, appeared befor	e me this day in
person, and acknowledged that THEY signed and delivered the said instruction	ount as IREIN Tr	ee voluntary act,
for the uses and purposes therein set forth.	100	
	y of St Drug	ry all
My Commission expires:	Notary Public	<u> </u>

CREDIT UNION COPY

UNOFFICIAL COPY

Property of Coot County Clerk's Office