UNOFFICIAL GG

RECORDATION REQUESTED BY:

STANDARD FEDERAL BANK for sevings 8410 W. 127th Street Palos Heights, IL 89463

WHEN RECORDED MAK TO:

STANDARD FEDERAL BANK for sevings 6416 W. 127th Street Pulos Heights, IL. 60463

MAIL TO

DEFI-01 RECORDINGS

\$29.00

147777 TRAM 3711 12/28/93 11:05:00

\$9538 \$ #-03-065730

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 13, 1993, between MICHAEL J. BLAHA and COLLEEN M. BLAHA, HIS WIFE, whose address is 9313 S. 81ST COURT, HICKORY HILLS, IL 60457 (referred to below as "Grantor"); and STANDARD FETERAL BANK for savings, whose address is 6410 W. 127th Street, Palos Heights, IL 60463 (referred to below as "Lender").

GRANT OF MORTGAGE For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following de___r_d real property, together with all existing or subsequently erected or affixed buildings, improvements and futures; all easements, rights of way, and all other rights, water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royal, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK Courty, State of Illinois (the "Real Property"):

LOT 172 IN ELMORE'S HICKORY HEIGHTS BEING A SUBDIVISION OF THE S 1/2 OF THE SE 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 9313 S. 81ST COURT, HICKORY HILLS, IL 60457. The Real Property lax identification number is 23-02-407-

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Cude security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following invarings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Con marcial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Existing Indebtedness. The words "Existing Indebtedness" me in the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means MICHAEL J. BLAHA and Coul. EVN M. BLAHA. The Grantor is the mortgagor under this Mortgage.

Guaranter. The word "Guaranter" means and includes without limiture it, each and all of the guaranters, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "improvements" means and includes without "m"ation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replace nents and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payr the under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce o ligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

ender. The word "Lender" means STANDARD FEDERAL BANK for savings, its successor a and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated December 13, 1993, it. "the original principal amount of \$5,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.750%. The Note is payable in 24 monthly payments of \$227.78. The maturity date of this Morigage is December 18, 1995.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and exiditions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in detault, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance concessor to preserve its value. in this 980 necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Supertund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" stall elso include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) Juring the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property: (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and

ASSESSION OF THE PROPERTY OF T Landow. As a condition to the nameral of any improvements, Landow may require Garlot to management with improvements with improvements of any improvements, Landow may require Garlot to management and all least animal value. And a law is where and is some law is when a law is Lender's Holl to Emer Lender and its spenis and representatives may any or the property for purposes of or many and may and may and several the property for purposes of or many and may and several the property for purposes of or many and may and may an an analysis of the property for the property and the property of the WHENCY OF THE SOUTH AND THE SO DIE ON SALE AND DINE Numerous, Wester, Grantor shall not calcae, conduct or permit and numbers increased including on and gas), and, graves or lock products without the prior written the prior without or concern of Lender, Darry the Property of early portions of the Property. Without Emiliary the generaling of the foregoing, Chemical will not the property of the property of early portions of the property. Without Emiliary of the foregoing, Chemical will not the property of the prope Anderson and the property of any portion of the property of any property of any portion of the property of any portion of the property of any property. Wellfour shaking the performed of the topology, Grands we not remove, or stress on or to the party the or interest in the Property, whether or not the service to any interest and to drawlor. The provention of the stortised white the selection of the stortised and the selection and the selection of the stortised and the selection of the stortised and the selection of the stortised and the selection and the selection of the stortised and the selection and the selection of the stortised and the selection of the selection of the stortised and the selection of the stortised and the selection of the selection of the stortised and the stortised and the selection of the stortised and the selection of the stortised and the Or less a Consequence of any use; Denovation, from the property, whether or not the sense of the property, whether or not the sense view of the property. The providing the objection to indended the perform of the providing prior to denovation of the fourteen to the providing or the fourteen to the The property of the search of Ourseque, products, and separate which is properly, whether or not the service of short of she section of the Mortage of American in the property, whether or not the service of short of she section of the Mortage of Shears in the property of the property of the section of the Mortage of Shears in the property of the section of the Mortage of Shears in the property of the Shears of the Mortage of Shears in the shears of the Shears of the Mortage of Shears in the Shears in the shears of the Mortage of Shears in the Shears in the shears of the Mortage of Shears in the Sh demands of other code under any each life and (b) agrees to indemantly and hold harming Lands and enderson which can be accounted to the section of the sect Overhor hereby (e) reserve and expense which we have not clears to indemnify or controlled in the sound becomes lable for indemnify or controlled in the forms lable for indemnify or controlled in the forms lable for the sound for indemnify or controlled in the forms lable for the sound in the forms of the sound in the forms of the forms of the forms of the sound of the forms of t Cantor headby (6) research and white any such that the property for head on Grandry or contribution to the property for head on Grandry or contribution to the property for head on grandry or contribution to the property for head on the property for head of the property f Lender's purposes oray and criss froit be consisted to dresse any nesponsibility or sebelly on the part of Lender to Grands or to find the property for hexactoris massively on the property for hexactoris massively or consistency in the property for hexactoris massively. Commandered only and construed to create any response one despects in invasioning the property for instance of the property with the acceptancy or leader of Lander to Grantor or to any other preson.

The representations and wall are property with the acceptancy or section of the property for instance of t Cantion authorized that a some to when the property to make allow the property of the property deems some to the series of the property of th federal stee and crait states on under or about the Property and (8) any such activity and conducted for the second of compliance with all applicable and conducted for the second of compliance with all applicable and conducted for the second of compliance with all applicable for many and editions and seeds to order the Lands for the second conducted above. interaction, which are not the Property shall use, Senerals menuscrive, alone, the Property shall use, Senerals menuscrive, alone, the Property shall use, Senerals menuscrive, alone, the Property shall be conducted in Completion with all applicables and ordinances, including without analysis in regulation incesses including without analysis in regulation incesses, regulations, and ordinances including without analysis in regulations. parance of state of the support and the property and (a) any such activities of the condition of the support and the property and (b) any such activities of conditions of the an delivered as such markers; and (c) Except as previously declosed to and acknowledged by Lander in seeing on or cashes any kind by any store, alone, and acknowledged by Lander in seeing on or cashes any kind by any alone, alone, and acknowledged by Lander in seeing on or cashes any any and acknowledged by Lander in seeing on or cashes any and acknowledged by Lander in seeing on or cashes any and acknowledged by Lander in seeing on or cashes any and acknowledged by Lander in seeing on or cashes any acknowledged by Lander in seeing on or cashes any acknowledged by Lander in seeing on or cashes any acknowledged by Lander in seeing on or cashes any acknowledged by Lander in seeing on or cashes any acknowledged by Lander in seeing on or cashes any acknowledged by Lander in Seeing or Cashes and C delete to such meters; and (c) Except as previously decided to and admonthly of (ii) any administration or delete of any kind by Landa in weight (i) nearly of any kind by the or delete or strategy of any kind by the or delete or strategy of any kind by the or delete or strategy of any kind by the or delete or strategy of any kind by the or delete or strategy or delete or delete or delete or strategy or delete or de The total and the street of any action of the foods of th

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Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all items and encumbrances other than those set forth in the Real Property description or in the Edsting indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defende of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compilance With Laws. Grantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws. ordinances, and regulations of governmental authorities

EXISTING INDESTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtudness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 5111000271 to CHASE HOME MORTGAGE CORP. described as: MORTGAGE LOAN DATED 11/02/92 AND RECORDED 11/10/92 AS DOCUMENT NUMBER 92837/66 IN COOK COUNTY, ILLINOIS. The existing obligation has a current principal balance of approximately \$85,517.00 and is in the original principal amount of \$88,200.00. The obligation has the following payment terms: monthly installments of principal and interest. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebted and the control of the country installments of principal and indepted and indepted to the country installments. and to prevent (1) default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documants or such indebtedness

Default. If the payr and of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such independences, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage inhall be in default.

No Modification. Grantor (13) not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request not arruppt any tuture advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its /kc/lon require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, es incurred by Lender in connection with the condemnation.

Proceedings. It any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and colain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be non-sented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERN', ENTAL AUTHORITIES. The following provisions relating to governmental laxes, fees and charges are a part of this Mortgage:

Upon request by Lendir, Grantor shall execute such documents in addition to this Mortgage and lake Current Taxes, Fees and Charges. whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall relimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or continuing this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (c) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of pure solutions made by Grantor.

Subsequent Taxes. If any tax to which this section applies is anacled subsequent form a date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety band or other security sufficiently to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Watcage as a security agreement are a part of this Morigage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Cook us amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever on an action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed countered upoles or reproductions of this Mortgage as a financing statement. Grantor shall relimbure Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Crantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender. available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information controlling the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be Further Assurances. made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, deeds or wast, security deeds, security agreements, innarrang statements, continuation statements, insuring the assurance, certificate, and other documents as may in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lander in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this

Attorney-in-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and differences. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, exacuting, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lander, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any item.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the

Caption Headings

Related Documents is, or at the time made or furnished was, false in any material respect.

insolvency. The insolvency of Grankor, appointment of a receiver for any part of Grankor's property, any assignment for the benefit of fermions, appointments and any proceeding under any bankrupicy or insolvency laws by or against Grantor, or the dissolution or termination of discolution or the dissolution or termination of discolution or termination of discolution or termination of discolution as a going business (if Grantor is a business). Except to the extent prohibited by federal law or titing the discolutions are a going business (if Grantor is a business).

Foreclosure, Forfeibure, elic. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self—help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the velicity or reasonableness of the Property. However, this cialm satisfactory to provided that Grantor gives Lender written notice of such claims admissing the claim which is the board for the claim satisfactory to another the claim of the claim satisfactory to another the claim of the claim of the claim as a surely bond for the claim satisfactory to

Lender, whichter existing now or leter. within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to imenti. Any breach by Granton under the larme of any other agreement between Grantor and Lender that is not remedied Breach of Other Agre

Indebtedness, or commencament of any sulf or other action to foractices any existing lien on the Property. Extering indebtedness. A default shall occur under any Existing indebtedness or under any instrument on the Property securing any Existing

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebledness or such Guarantor dies or becomes incompetent.

Accelerate indephiduese. Lender shell have the right at its option without notice to Grantor to declare the entire indebtedness immediately due RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrance of any Event of Default and at any time theresher, Lender, at its option, may exercise any one or more of the following tights and remedies, in addition to any other rights or remedies provided by law:

UCC Remixes. With nepect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under and payable, including any prepayment penatly which Grantor would be required to pay.

Collect Rents. Let day she have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unjust, and apply the net proceeds, over and above Lander's costs, against the independences. In furtherance of this right, Lender or drive user of the Property to make payments of rent or use fees directly to Lender. In the Rents are collected by Lender. The name of Grantor and to negot! the this server of the proceeds. Payments of an orders in response to Lender as Collect the proceeds. Payments or not supported to payment thereof in the name of Stable services in the opported to payment thereof in the name of stable services. The payments are made, whether or not any proper grounds for the demand entail satisfied the obligations (C. which is payments are made, whether or of the payments are made, whether or of the contract of the contract of the payments are made, whether or of the contract or the demand entails and stable the contract of the payments or through a receiver.

a person from serving as a receiver. Mortgages in Possession or to have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of the Property preceding twectosure or sale, and to collect the Rents from the possession or social transportance in possession or social or inceptual transportance in possession or social or neceiver without bond it permitted by text. Lender's right in the appointment of a receiver shall additious the inceptuality and a receiver shall expensive or not the appointment of the receiver shall not disquality and expenses are value of the receiver shall not disquality as greater than the appearm value of the receiver the inceptuality.

Judicial Foreclosure. Lender may obtain / ju. cial decree foreclosing Grantor's interest in all or any part of the Property.

Desiciency Judgment. It permitted by applicable viv. Lender may obtain a judgment for any desiciency remaining in the indebtedness due to Desiciency Judgment. It permitted by applicable viv. Lender may obtain a judgment for any desiciency remaining in the indebtedness due to

Sale of the Property. To the extent permitted by applicable law, Grantor hereby weives any and all right to theve the property marshalled. In according its rights and remedies, Lender shell be free to Let a. or any part of the Property logether or separately, in one sale or by separate ear Feuder strest have all other rights and the modies provided in this Montgage or the Mote or available at law or in equity.

Modice of Sale. Lender shall give Grantor ressonable notice of the til is and place of any public sale of the Personal Property or of the time after which any public sale of the Personal Property or of the time after which any public sale of the Personal Property or of the time after which any public sale of the Personal Property or of the time after which any public sale of the Personal Property or of the time after a feet of the time after the time a sales. Lender shall be entitled to bid at any public sale on all time to cortion of the Property.

ester takive of Grantor to perform shall not affect Lender's right to declare a detact and exercise its remedies under this Mortgage. Walver: Election of Remedies. A waiver by any party of a breach of a virvis on of this Mortgage shall not constitute a waiver by any party of a breaden or any constitutes or air, action to perform an obligation of Grantor under this Mortgage excitos by Lender to pursue any remedy shall not excitos by Lender to pursue any remedy shall not excitos by Lender to pursue any remedy shall not excitos by Lender to pursue any remedy shall not excitos the constitute of crantor under this Mortgage. nothered are not the time of the sale or disposition.

Grantor also will pay any court costs, in addition to all other sums provided by law. vacate any automatic stay or injunction), appears and any anticipated post-judgment collection (en cost of searching records, obtaining the cost of searching precious), auryeyors' reports, and appears and appears and appears and appears and appears and appears to the extent permitted by applicable term. Afformeys' Fees; Expenses. It Lender institutes any suit or action to enforce any of its fours of this Mortgage, Lender shall be entitled to recover such set in the solution of the solution of the such set of the subject of the subject of the superiors of the Index particles afformeys' less necessary at any ".o.c.'in the protection of its Interest or the enforcement of the index shall become a part of the Index particles, without limitation, however subject to any finite: under applicable law; Lender's attorneys' less and Lender's legal applicable law; Lender's attorneys' less and Lender's legal applicable to not there is a lawsuit, including attorneys' less and Lender's legal applicable to rection of the motiful and subject to any subject to any subject to any subject to any subject to the subject to the

shown near the beginning of this Mongage. Any party may change its address for notices under this Mongage by giving formal written notice purposes for notice purposes of the notice purposes. All copies of this Mongage shall be sent to Lender's address, as shown near the beginning of this Mongage. The notice purposes, Grantor egrees to keep Lender informed at all times of Grantor's current address. asie to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a natitionally recognized overnight counter, or, if mailed, shall be deemed effective when deposited in the Linked States mail art cleas, registered mail by begins of directed to the addresses. MOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitatur any notice of detaut and any notice of

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mongage:

berth or berties sondijt to be cherded or ponud by the elleration or emendment. Amendments. This Morigegs, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the mandment to this Morigege. No elteration of or amendment to this Morigege shall be effective unless given in writing and signed by the

Caption headings in this Mongage are for convenience purposes only and are not to be used to interpret or define the Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be applicable Law. This Mortgage that fews of the State of Illinois.

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Merger. There shall be no merger of the interest or estate created by this Montgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Perties. At obligations of Grantor under this Morbage shall be joint and several, and all reterences to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Morbage.

Severability. If a court of competent jurisdiction finds any provision of this Mongage to be invalid or unanforceable as to any person or circumstances. If feesible, any such dinding shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be of modified to be modified to be written and all other provisions of this Mongage in all other respects shall centain valid and enforceable.

and inters to the benefit of the pairtes, their successors and assigns. If definership of the Property becomes vested in a person other three desires, may deal with Granton's successors with reference to this Montgage and the Indebledness by way of whome or extension without releasing Granton from the obligations of this Montgage or flability under the indebledness by way of whome or extension without releasing Granton from the obligations of this Montgage or flability under the indebledness by way of gine. Subject to the immelions stated in this Montgage on transfer of Grantor's interest, this Montgage shall be binding upon

, . 12- 13-1993 Loan No 5111000271

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Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

MICHAEL J. BLAHA	COLLEGEN M. BLAHA
This Mortgage prepared by: STANDARD FEDERAL BANK for savings 6410 W. 127th Street Palos Heights, Illinois 60463	•
	"OFFICIAL SEAL"
INDIVIDUAL ACKI	NOWLEDGMENAURA L. SCORDO NOTARY PUBLIC, STATE OF ILL'MOIS My Commission Expires 1145-95
COUNTY OF Will	
on this day before me, the undersigned violary Public, personally appeared individuals described in and who executed the Nortgage, and acknowledged in the uses and purposes therein mentioned	MICHAEL J. BLAHA and COLLEEN M. BLAHA, to me known to be to did that they signed the Mortgage as their free and voluntary act and dea
iven under my fund and official seel this day	of <u>Necember</u> , 1973.
Lawre L. Scoule	Residing at Will
otary Public in and for the State of <u>Ollinora</u> R	Wy commission expires 11-15 - 75
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