86178035

PERMANENT INDEX NO. 02-22-12016 PEFT-01 RECORDING 1133332 TRAN 1265 05/06/86 10:90 00 #1904 # # # # # # # # # # # # # # # # # # #	THIS MORTGAGE is made this 1st	dey of	May	. 19 <u>86</u> , t	between the
Dollars (\$ 20,000.00). which indebtedness is evidenced by barrower's note deted Nav 1. 1986. [Increin "Note"], providing for anothity installation of nearest, with the batence of the indebtedness, if not sooner paid, due and population the late business day of neighbor in claimed month following the date of this Nortgape which (see help 1. 1991). O SECURE to Lander (a) the resument of the indebtedness ovidenced by the Note (which is in secose 25,000.00), with interest theremon, the population of the interest theremon, advanced in accordance erastic to protect the security of this Nortgape, and the performance of the covenants and agreements of covered herein contained, and in the Lore Agreement of even date business the Bank and Sorrower or its americalry, if applicable ("Agreement") which there are no represented preprint contained, and in the Lore Agreement of even date business the Bank and Sorrower or its americalry, if applicable ("Agreement") which there are no provisions are incorporated herein, and (s) the secrices properly contain in an Sound or Interest thereon, seed to Sorrower by Lander pursuant to paragraph 18 areas (herein "States Advances"), Sorrower does hereby markages, grant and convex to Lender the Solution secretary properly contain in an Sound or Interest thereon, seed to Sorrower by Lander pursuant to paragraph 18 areas (herein "States") and the South 250 feet of the North West 1/4 of the South East 1/4 and part of the North West 1/4 of the South Sound 22, Township 42 North, Range 10 East of the Thrid Principal Meridian, in Cook County Illinois **SERMANENT INDEX NO. 02-22-12-016** **SERMANENT INDEX NO. 02-22-12-01	Mortgagor, RONALD B. RUDNICKE AND	KATHRYN A. RUDN	ITCKE, his wife.	herein "Borr	ower"), and 'Lander").
Dollors [1-20.000.00]. In which indebtedness is evidenced by Nav 1.096. [Increin "Note"], providing for monthly installants or nearest, with the balence of the indebtedness, if not sooner paid, due and payable on the iss business day of has (Sthi) full calender month following the date of this Notigage which is Nav 1.091. O SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note (which is in screen of 5,000,00), with interest thereon, advanced in recordence are controlled to the controlled of the controlled					
No. 02-22-12.016 No. 02-02-02-03-03-03-03-03-03-03-03-03-03-03-03-03-	WHEREAS, Borrower is indebted to Lender in	the principal sum o	f Fifty thousand	1 & 00/100****	KKK Kanan by
nterest, with the balance of the indebtedness, if not sooner paid, due and psysic on the ist business day of the [SURN] full calender month following the date of this Mortgage which is May 1, 1991. 9 SECURE to Lander (a) the repayment of the indebtedness avidanced by the Note [which is in second size of the property of this payment of sail other sums, with interest thereon, givened in scoordance are into protect the security of this payment of sail other sums, with interest thereon, givened in scoordance are interest the protect the security of this payment of sail other sums, with interest thereon givened in scoordance are interest thereon, givened in scoordance are interest thereon, givened to scoordance are interest thereon, and to Storeward the State and Storeward of the secretary of the scoordance, with interest thereon, made to Storeward by the secretary of the secretary interest thereon, made to Storeward by the secretary interest devenous. The secretary is secretary to the secretary interest thereon, made to Storeward by the secretary interest and the secretary interest and sooney to Lunder the following secretary property located in the County of the South Scott 1 failed is spally described are secretary interest and the secretary interest and sooney to Lunder the following secretary property located in the County of the South Scott 1 failed is spally described as South Scatt 1/4 of Section 22, Township 42 North, Range 10 East of the Thrid Principal secretary in the South Scatt 1/4 of Section 22, Township 42 North, Range 10 East of the Thrid Principal secretary in the South Scatter of the South Scatter of South Scatte	Rorrower's note deted May 1 1986	(hare)	n "Note"), providing	for monthly insta	liments of
The [BIRN] rull calender month folicying the date of this Hortzage which is May 1, 1991 O SECURE to Lender (a) the repsyment of the indobtedness evidenced by this Note (which is in excess of \$1,000.00), with interest thereon, devenoed in accordance areasts to protect the security of this Mortzage, and the performance of the covenance and agreements of acrosor have no on the security of this Mortzage, and the performance of the covenance and agreement of acrosor have no on the security of the Mortzage, and the performance of the covenance and agreement of acrosor have not an interest thereon, made to all a security of the security	interest, with the balance of the indebted	iness, if not sooner	paid, due and payable	e on the 1st busin	less day of
are strict to protect the security of this Mortgage, and the performance of the covenants and agreement of even date between the Sank and Gorrower are fearest to to protect the security of this Mortgage, and the performance of the covenants and agreement of even date between the Sank and Gorrower ar fearers and the security of this Mortgage, and the performance of the covenants and spreament of even date between the Sank and Gorrower ar fearest Chercian Power actives, which interest thereon, made to Borrower by Lendor pursuant to paragraph 18 areas of herein Protects acknowled; Borrower does hereby mortgage, great and convey to Lendor the fallowing secrited property closed in the County of the North Beast 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 of the Sout	the [60th] full calendar month following the	he date of this Mort	gage which is May	1, 1991	·
are strict to protect the security of this Mortgage, and the performance of the covenants and agreement of even date between the Sank and Gorrower are fearest to to protect the security of this Mortgage, and the performance of the covenants and agreement of even date between the Sank and Gorrower ar fearers and the security of this Mortgage, and the performance of the covenants and spreament of even date between the Sank and Gorrower ar fearest Chercian Power actives, which interest thereon, made to Borrower by Lendor pursuant to paragraph 18 areas of herein Protects acknowled; Borrower does hereby mortgage, great and convey to Lendor the fallowing secrited property closed in the County of the North Beast 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 of the Sout	TO SECURE to Landar (a) the recovered	of the indebtedness	s evidenced by the No	ote (which is in	excess of
ersett to protect the security of this Mortgage, and the performance of the covenants and agressents of corrower herein contained, and in the toan Agressent of even date botsen the Bank and Surrower or its energiciary, if applicable ("Agressent") which terms and provisions are incorporated harafin, and (b) the spayment of any future advances"), Sorrower developes, with interest thereon, sade to Sorrower by Lendor pursuant to paragraph 18 eraof (herein "Poture Advances"), Sorrower does hereby mortgage, grant and convey to Lendor the following secrited property located in the County of Lendor (1982) of the South South East 1/4 and part of the North Result 1/4 of the South East 1/4 and part of the North Nest 1/4 of the South East 1/4 and part of the North Nest 1/4 of the South East 1/4 and part of the North Nest 1/4 of the South East 1/4 of Section 22, Township 42 North, Range 10 East of the Thrid Principal Meridian, in Cook County, 111inois PERMANENT INDEX NO. 02-22-61,-016 DEFF-01 RECORDING 113. 1143333 TRAN 1865 85/04/84 19-00 09 #1994 # # # # # # # # # # # # # # # # # #	\$5.000.00), with interest thereon, the pay	ment of all other B	ums, with interest the	reon, advanced in	accordance
americiary, if applicable ("Agramment") which terms and provisions are incorporated herein, and (0) the appropriate of any future advances with interest thereon, made to Borromer by Lender pursuant to paragraph 18 arear (herein "riture Advances"), Borromer does hereby mortgage, great and convey to Lender the following secritical property tocated in the County of	herewith to protect the security of this	e Mortgage, and the	performance of the	covenants and agr	eements of
spayaseant of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 18 arear (herein feture Advances"), Borrower down hereby mortages, great and convey to Lender the following ascribed property coasted in the Grunty of the country of the South Sast 1/4 of the South East 1/4 of the Property East 1/4 of the South East 1/4 of the Property East 1/4 of the South East 1/4 of the Property East 1/4 of the South East 1/4 of the Property East 1/4 of the South East 1/4 of t	Borrower herein contained, and in the L	oan Agreement of a	even date between the	Bank and Borrow	ver or its
search faceting fritters Advance"], Borrower done hereby mortgage, grant and convey to Lender the following searchapt property tocated in the Gounty of London. State of Tillnois tagelly described as searchapt property tocated in the Gounty of London. State of Tillnois tagelly described as south East 1/4 or Sequino 22, Township 42 North, Range 10 East of the North West 1/4 of the South East 1/4 or Sequino 22, Township 42 North, Range 10 East of the Thrid Principal Meridian, in Cook County, Illinois PERMANENT INDEX NO. 02-22-43-016 PEFF-0: RECORDING THREAD	beneficiery, if applicable ("Agreement") consumement of any future advances. With i	wnich terms and p interest thereon. me	ide to Borrower by Len	der pursuant to pa	ragraph 18
Lot 50 in Unit (, Pleasant Hill Estates, being a Subdivision of the South 350 feet of the North East 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 of Section 22, Township 42 North, Range 10 East of the Thrid Principal Meridian, in Cook County, Illinois PERMANENT INDEX NO. 02-22-41-016 PERMAN	hereof (herein "cuture Advances"), Borrow	war dous heroby mor	tgege, grant and conv	ey to Lender the	fallowing
of the North East 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 of Sequence 1/2 of Sequence 200 (1) of the South East 1/4 of Sequence 200 (1) of the Meridian, in Cook County, Illinois PERMANENT INDEX NO. 02-22-42,-016 PEFF-0: RECORDING 143332 TRAN 1265 05/96/86 10:90 00 11/924 H A X-92-178035 This Document Prepared by: Jack Mensching 308 W. Irving Park Rd. Heace, Hillinois 60143 And has the address of 253 Ploasant Hill Blvd. Salating, Il. 60067 Charles with all the improvements now or hereafter erected on the property, and all essements, rights, purtersances, rents, and all fixtures now or hereafter statched to the property all of which, including pleasements and additions thereto, shall be dessed to be and reast in part of the property covered by this integers and all fixtures now or hereafter statched to the property all of which, including pleasements and additions thereto, shall be dessed to be and reast in part of the property covered by this integers and all fixtures now or hereafter statched to the property, all of which, including integers and additions thereto, shall be dessed to be and reast of the foregoing, together with asid property for the lessed dataset if this Mortgage is on a seabold are herein referred to as the "Property". **Property Herein referred to as the "Property". **Property Herein Referred to as the "Property, that the Property is unsaturable of a generally the folic to the Property state and cannot be property that the Borrower will wherein and defend generally the folic to the Property state to any declarations, essements or restrictions to coverage in any title insurance policy insuring Borrower's interest in the Property acceptable to a provided the Nortgage in and the principal of, and the state therefore to coverage in any title insurance policy insuring Borrower's interest in the Property which may attain a priority over this Mortgage, and Lessehold payeants or ground interest to the Property which may attain a priority over this Mortga	described property tocated in the County of	r <u></u>	. State of Illino	is tegally describ	ed as:
of the North East 1/4 of the South East 1/4 and part of the North West 1/4 of the South East 1/4 of Sequence 1/2 of Sequence 200 (1) of the South East 1/4 of Sequence 200 (1) of the Meridian, in Cook County, Illinois PERMANENT INDEX NO. 02-22-42,-016 PEFF-0: RECORDING 143332 TRAN 1265 05/96/86 10:90 00 11/924 H A X-92-178035 This Document Prepared by: Jack Mensching 308 W. Irving Park Rd. Heace, Hillinois 60143 And has the address of 253 Ploasant Hill Blvd. Salating, Il. 60067 Charles with all the improvements now or hereafter erected on the property, and all essements, rights, purtersances, rents, and all fixtures now or hereafter statched to the property all of which, including pleasements and additions thereto, shall be dessed to be and reast in part of the property covered by this integers and all fixtures now or hereafter statched to the property all of which, including pleasements and additions thereto, shall be dessed to be and reast in part of the property covered by this integers and all fixtures now or hereafter statched to the property, all of which, including integers and additions thereto, shall be dessed to be and reast of the foregoing, together with asid property for the lessed dataset if this Mortgage is on a seabold are herein referred to as the "Property". **Property Herein referred to as the "Property". **Property Herein Referred to as the "Property, that the Property is unsaturable of a generally the folic to the Property state and cannot be property that the Borrower will wherein and defend generally the folic to the Property state to any declarations, essements or restrictions to coverage in any title insurance policy insuring Borrower's interest in the Property acceptable to a provided the Nortgage in and the principal of, and the state therefore to coverage in any title insurance policy insuring Borrower's interest in the Property which may attain a priority over this Mortgage, and Lessehold payeants or ground interest to the Property which may attain a priority over this Mortga	Lot 50 in Unit Pleasant Hill Fo	states being a	Subdivision of the	South 350 fee	.t .
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DEPT-01 RECORDING TH33322 TRAN 1265 05/04/84 10:00 06 d1904 # 64 ***					
DEFT-01 RECORDING TH3333 TRAN 1265 05/06/86 10:00 00 #1904 # A ***-96-178035 This Document Prepared by: Jack Mensching 308 W. Iving Park Rd Itasca, Illimois 60143 Interest on the address of 253 Pleasant Hill Blvd. Galatine, Il. 60067 [Therein "Property Address"]; DEFHER with all the improvements now or hereafter erected on the property, and all essements, rights, purtranness, renats, and all fixtures now or hereafter stateched to the property, all of which, including pleacements and additions thereto, shall be deemed to be and remain a part of the property overade by this integers and all of the foregoing, together with said property (or the Lessacid estate if this Mortgage is on a masheld) are herein referred to as the "Property". The property of the property, that the Property is unamoundered, except the prior movepage, if any, hereinafter ferred to ("Prior Mortgage"), and that Borrower will warrant and defining pearally the title to the Property seinest all claims and demande, subject to any decisrations, assessments or restrictions tired in a schedule of Classical Company of the property acceptions to coverage in any title insurance policy insuring Borrower's interest in the Property acceptable to Classical interest on the Indebtedness avidenced by the Note, sit additional exponess and advences herein or therein ovided and late charges as provided in the Note, Agreement and the principal of and interest on any Future acceptable to the Property which may attain a priority over this Mortgage, and Lessachid payments on ground-test, if any. Borrower shell promptly over this Mortgage, and Lessachid payments. Borrower shell promptly over this Mortgage other than the Prior Mortgage (and as to said or Mortgage shell pay all installmente promptly).	Meridian, in Cook County. Illinois	3			
DEFT-01 RECORDING TH3333 TRAN 1265 05/06/86 10:00 00 #1904 # A ***-96-178035 This Document Prepared by: Jack Mensching 308 W. Iving Park Rd Itasca, Illimois 60143 Interest on the address of 253 Pleasant Hill Blvd. Galatine, Il. 60067 [Therein "Property Address"]; DEFHER with all the improvements now or hereafter erected on the property, and all essements, rights, purtranness, renats, and all fixtures now or hereafter stateched to the property, all of which, including pleacements and additions thereto, shall be deemed to be and remain a part of the property overade by this integers and all of the foregoing, together with said property (or the Lessacid estate if this Mortgage is on a masheld) are herein referred to as the "Property". The property of the property, that the Property is unamoundered, except the prior movepage, if any, hereinafter ferred to ("Prior Mortgage"), and that Borrower will warrant and defining pearally the title to the Property seinest all claims and demande, subject to any decisrations, assessments or restrictions tired in a schedule of Classical Company of the property acceptions to coverage in any title insurance policy insuring Borrower's interest in the Property acceptable to Classical interest on the Indebtedness avidenced by the Note, sit additional exponess and advences herein or therein ovided and late charges as provided in the Note, Agreement and the principal of and interest on any Future acceptable to the Property which may attain a priority over this Mortgage, and Lessachid payments on ground-test, if any. Borrower shell promptly over this Mortgage, and Lessachid payments. Borrower shell promptly over this Mortgage other than the Prior Mortgage (and as to said or Mortgage shell pay all installmente promptly).					
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his Document Prepared by: Jack Mansching 308 W. Irving Park Rd. Haaca, Minois 60143 Affeth has the address of 253 Pleasant Hill Blvd. [Alatine, II, 60067] Therein "Property Address"); GETHER with all the improvements now or hereafter erected on the property, and all essements, rights, purtenances, rents, and all fixtures now or hereafter stached to the property, all of which, including phacesents and additions thereto, shall be deemed to the and remain a pair of the property covered by this mistages; and all of the foregoing, together with said property (or the leasantid estate if this Mortgage is on a mashold) are herein referred to as the "Property". Prover covenants that Borrower is iswfully saised of the astate horeby conveyed and has the right to mortgage, and and convey the Property, that the Property is unamounbored, except the prior movepoids, if any, hereinsfter farred to [Prior Mortgage"), and that Borrower will worrent and defend generally the title to the Property aims all claims and demands, subject to any declarations, accessents or restrictions legal in a schedule of comptions to coverage in any title insurance policy insuring Borrower's interest in the Property acceptable to conder in its discretion. IFORM COVENANTS. Borrower convenants and agrees in favor of Lander as follows: 1. Payment of Principal and Interest. Borrower shell promptly pay when due the principal of, and terest on, the indebtedness evidenced by the Note, atl additional exponses and advences herein or therein various secured by this Mortgage. 2. Chargesi Liene. Borrower shell promptly furnish to Lander receipts avoideding such payments or ground interest to the Property which may attain a priority over this Mortgage other than the Prior Mortgage (and as to asid or Mortgage shell prove this Mortgage other than the Prior Mortgage (and as to asid or Mortgage shell prove all installments promptly).					\$13.1 (P4 40.00.00
is Document Prepared by: Jack Mensching 308 W. Irving Perk Rd. Itasca, Illinois 60143 September of Property Address**); SETHER with all the improvements now or hereafter erected on the property, and all easements, rights, sportenances, rents, and all fixtures now or hereafter stached to the property, and all easements, rights, sportenances, rents, and all fixtures now or hereafter stached to the property, all of which, including pluseoments and additions thereto, shall be deemed to be and remein a part of the property covered by this proges; and all of the foregoing, together with said property (or the leasked estate if this Mortgage is on a masheld) are herein referred to as the "Property". Prower covenants that Borrower is lawfully estated of the estate horeby conveyed and has the right to mortgage, ant and convey the Property, that the Property is unamountered, except the prior mortgage, if any, hereinsfer ferred to ["Prior Mortgage"], and that Borrower will warrant and defend generally the title to the Property sines all claims and desands, subject to any declarations, easements or restrictions timed in a schedule of captions to coverage in any title insurance policy insuring Borrower's interest in the Property exceptable to order in its discretion. IFORM COVENANTS, Barrower convenants and agrees in favor of Lender as follows: 1. Payment of Principal and Interest. Borrower shell promptly pay when due the principal of, and terest on, the indebtedness avidenced by the Note, Agreement and the principal of and interest on any Future vances secured by this Mortgage. 2. Charges; Liene. Borrower shell pay atlain a priority over this Mortgage, and Leasehold payments or grounding, if any, Borrower shell importly over this Mortgage other than the Prior Mortgage (and as to said or Mortgage shell pay all installments promptly).					
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MASCA BANK & TRUST CO 308 W IRVING PARK RD.

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Page 1 of 4 Mortgage

Property insured against loss by fire, hezards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such pariods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the

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The insurance carrier providing the insurance half be chosen by toprover subject to approve by Lander; provided, that such approval shall not be unresconably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier or the holder of the Prior Mortgage, if required.

All incurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and form acceptable to Lender. 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.

Unless Lender and Barrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, providing such restoration or repair is economically feasible, the security of this Mortgage is not thereby impaired, and the Barrower or its baneficiary, if applicable, intends to meintain the Property as the principal resistence. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Barrower. If the Property is abandoned by Barrower, or if Barrower fails to respond to Lender within 30 days from the date notice is mailed by Lander to Barrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to callect and apply the insurance proceeds at Lander's option either to restoration or repair of the Property or to the sums secured by this Mortgage, provided the Property shall continue as the principal residence of Barrower or its beneficiary, if applicable.

If the Property is acquired by Lander pursuant to the provisions hereof, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or equisition shall pass to Lander to the extent of the same secured by this Mortgage immediately prior. In such sale or equisition.

- 4. Preservation and Asistance of Property: Lesseholds: Condominimums: Planned United Davelopments. 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 lesse if this Mortgage is on a lessehold. If this Mortgage is on a unit in a condominim or a planned unit development, Borrower shall perform all of Borrower's obligation under the declaration of covaments creating or governing the condominum or planned unit development, the by-laws and regulations of the condominim or planned unit development, and constituent documents.
- 5. Protection of Lander's Security. If Sorrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceed up 14 commenced which materially affects Lander's interest in the Property, including, but not limited to, foreclapse of the Prior Mortgage, eminent domain, inscivency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lander's option, upon notice to Borrower, may make such appearances, dispurse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to dispursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shell become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shell be payable upon notice from Lander to Borrower requesting payment thereof, and shell beer interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note. If payment of interest at such rate would be contrary to applicable law, in which event such amounts shall beer interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall attempt to give Borrower notice prior to any much inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 7. Condemnation. The proceeds of any sward or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for correspends in tieu of condemnation, are hereby assigner and shall be paid to Lendar subject to the Prior Mortgage.

In the event of a total taking of the Property, subject to the rights of the Prior Mortgage, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the feir market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

tiess Lender and Sorrower othe wise egree in writing, any such application of proceeds to principal shall not tend or postpone the due date of the monthly installments refered to in paragraphs 1 and 2 hereof or change the emount of such installments.

8. Borrower Not Released. Extension of the time for payment or modification of amortization of the sume secured by this Mortgage granted by Lender to any successor in interest of Borrower shell not operate to release, in any manner, the limbility of the original Borrower and Borrower's successors in interest. Lender shell not be required to commance proceedings against such successor or refuse to extend time for payment or otherwise modify smortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

- Forbearance by ander to a laiver. Buy regarrance by rede in exercising any right or remady hereunder, or otherwise afforded by applicable law, shall not be a weiver of or preclude the exercise of any such right or remady. The producement of insurance or the payment of texes or other liens or charges by Lender shall not be a weiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 10. 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.
- 11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. 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.
- 12. NOTICE. Except for any notice required under applicable law to be give in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified 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 certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law, Coverability. This Mortgage shall be governed by the Law of the State of Illinois, including without Limitation the provisions of Illinois Revised Statute Chapter 17 Sections 8405, 6408 and 6407; and 312.2. In the event that any provision or clause of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of the Mortgage, the Note and Loan Agreement are declared to be severable.
- 14. Borrower's Copy. Borrower exact be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation mereof.
- 15. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein (including baneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by Borrower or its beneficiary (including modification or amendment of the Prior Mortgage to increase the indebtedness thereby secured) without Lender', prior written consent, or the Property is no longer the principal residence of Borrower or its beneficiary, if applicable, Lender may at Lender's option, declare all the sums secured by this Mortgage to be immediately due no payable.
- If the Lender exercises such option to accelerate, Large, shell mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shell provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.
- 16. Acceleration; Remedies. Upon Borrower's breach of any counset or any covenant or agreement of Borrower in the Loan Agreement, Note or this Mortgage, including the covenant or agreement of by this Mortgage or as set forth in the Note or Agreement, Lender prior to accileration shall mail notice to Borrower as provided in paragraph 12 hereof specifying; [1] the breach; [2] is a cition required to cure such breach; [3] a date, not less than 30 days from the date the notice (s mailed to Borrower, by which such breach must be cured; and [4] that failure to cure such breach on or before the date specified in the notice, Lender at Lender's option may declars all of the sums this Mortgage to be immediately due and peable without further demand and may foreclose this Mortgage by Judicel proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees, and coats of documentary evidence, abstracts and title reports.
- 17. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof, or abandonment of the Property, have the right to collect and retain such rents as they become due and payable, provided, however, that such rents are applicable to that portion of the Property not occupied and the principal residence of Borrower or its beneficiary, if applicable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judically appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lander or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and ressonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. Future Advances: upon request of Borrower, Lenten, or lender's option prior to release of shie Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when svidenced by promissory notes stating that said notes are secured hereby and all such advances shall be secured by the priority of this mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed twice the original amount of the Note.

19. Release. Upon payment of all sums secured by this Mortgage, Lendar shall release this Mortgage and if required by law, shall pay all applicable expanses including recording fees relative thereto. Borrower shall, however, pay a release fee to Lendar of \$25.00 or current fee in effect at that time.

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Commission Expires 1-2-87