

MORTGAGE

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Loan No. _____

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CITICORP SAVINGS

87-423058

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000

THIS INDENTURE made 30th day of June, 1987, by and between _____

Larry W. Givens and Freddie D. Givens, his wife.

herein referred to as "Mortgagor" and Citicorp Savings of Illinois, A Federal Savings and Loan Association, or its successors and assigns, herein referred to as "Mortgagee". WITNESSETH:

THAT, WHEREAS Mortgagor has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of One Hundred Eighty-Four Thousand Seven Hundred And 00/100-----

DOLLARS (\$ 184,700.00), made payable to the order of the Mortgagee in and by which the Mortgagor promises to pay (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to principal until the indebtedness is paid in full. All of the principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Citicorp Savings in Chicago, Illinois.

NOW THEREFORE, the Mortgagor to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in the Village of Flossmoor County of Cook, and State of Illinois, to-wit:

(SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF)

more commonly known as: 3031 Lawrence Crescent, Flossmoor, Illinois 60422

and having the real estate index number: sc

which, with the property hereinafter described, is referred to herein as the "premises".

This instrument was prepared by:

Joseph K. Kreisel
Citicorp Savings of Illinois
165 W. Jackson Blvd.
2nd Floor
Chicago, Illinois 60604

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto, which are pledged primarily and on a parity with said real estate and not secondarily, and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration, whether single units or centrally controlled, and ventilation, including without restricting the foregoing, all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dish washers, and radio and television aerials, and it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not, except where otherwise hereinabove specified, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and desired to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc.** Mortgagor shall:
(a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law, municipal ordinances, or restrictions recorded with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; (g) to use or suffer or permit use of the premises for any purpose other than single family occupancy, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent; (i) pay each item of indebtedness secured by this mortgage when due according to the term hereof or of the note, and (j) appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any capacity by reason of this mortgage.

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6. **Borrower's Interests in and Use of Deposits.** In the event of a default in any of the provisions contained in this mortgage or in the note secured hereby, the Borrower may at its option, without being required to do so, apply any monies at the time on deposit pursuant to paragraph 5 hereof, to any one or more of the same may be applicable, on any of Borrower's obligations herein or in the note contained in such order as the Borrower may elect. When the same are applied to the principal balance of the note, the Borrower shall be paid to Mortgagor or to the Lender owner or owners of the Mortgaged Premises. Such deposits are hereby pledged as additional security for the independent demand of the holder in trust to be irrevoably applied by the Mortgagor for the purposes for which made hereunder and shall hot be subject to the direction or control of the Mortgagor.

If the funds so deposited exceeded the amounts required to pay such taxes, assessments (general, and special), and insurance premiums for any year, the excess shall be applied on a subsequent deposit (general, and special), and insurance premiums not be required to make payments for which insufficient funds are on deposit with the Mortgagor agrees that Mortgagor shall not be compelled to return the balance of such deposit to the Mortgagor if it may do or omit to do.

If at any time the amount of the real estate taxes, assessments, premiums or special taxes will be increased, and if the monthly depositors then being made by Mortgagor for this Mortgagage receive less than the same will be increased, it being made by Mortgagor for the real estate taxes, assessments, premiums or special taxes, it shall be the obligation of the monthly depositors to pay to the trustee the amount of the additional premium or tax so as to make the amount of the real estate taxes, assessments, premiums or special taxes paid by Mortgagor for the real estate taxes, assessments, premiums or special taxes, equal to the amount of the real estate taxes, assessments, premiums or special taxes paid by Mortgagor for the real estate taxes, assessments, premiums or special taxes.

4. Insurance. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured until the indebtedness secured by this mortgagee is fully paid, or in the case of foreclosure, until the expiration of any period of redemption, against loss or damage by fire and such other hazards as may reasonably be required by Mortgagor, including, without limitation, a general liability insurance with limits for personal injury and death and property damage as long as Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as long as Mortgagor remains in the opinion of Mortgagor such protection is necessary.

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7. Mortgagee's Right to Act. If Mortgagor fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. Mortgagor agrees to sign, upon demand by Mortgagee, all receipts, vouchers and releases required of him by the companies. Such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In the case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct.

9. Prepayment Privilege. At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note, in addition to the required payments, as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

10. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefore, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

11. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes, assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, will pay such taxes or assessments, or reimburse the Mortgagee therefore; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving such notice.

12. Mortgagee's Performance of Defaulted Acts. In case of default the Mortgagor, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchases, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with the interest thereon at the rate of interest then applicable to the indebtedness secured by this mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

13. Protection of Mortgagee in Making Advances. Mortgagee in making any payment hereby is authorized: (a) to pay taxes, assessments and insurance premiums, may do so according to any bill, statement or estimate prepared from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof, or (b) to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

14. Disbursement of Loan Proceeds for Construction of Improvements. The proceeds of the loan hereby secured are intended to finance construction of improvements. Mortgagor further covenants and agrees that the proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in one or more of: (a) the Application for Residential Loan, (b) the Application for Residential Construction Loan, (c) the Residential Loan Commitment, (d) the Residential Construction Loan Agreement, and (e) the Three-Party Residential Construction Loan Agreement. Said Applications, Commitment, Construction Loan Agreement and Three-Party Construction Agreement, or such of the same as may have been executed, are hereinafter collectively referred to as "Loan Agreement." All advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount hereof may exceed the face amount of the Note, shall be secured hereby to the same extent as though said Loan Agreement were fully incorporated in this mortgage, and the occurrence of any event, of default under said Loan Agreement shall constitute a default under this mortgage entitling Mortgagee to all of the rights and remedies conferred upon the Mortgagee by the terms of this mortgage and the Loan Agreement or by law, as in the case of any other default.

15. Acceleration of Indebtedness in Case of Default. If a default be made for fifteen (15) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagor shall file a petition in voluntary bankruptcy under the United States Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ten (10) days, as hereinafter provided; or (c) the Mortgagor shall be adjudicated a bankrupt, or a

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(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

Placing said property in such condition as will, in the judgment of the mortgagor or lessor, make it readily removable, and of said premises, including the cost from time to time of installation, depreciation, renewals, replacements, alterations, additions, betterments, and improvements.

(c) to the payment of all repairs, depreciation, taxes and expenses of said property or agent, and gas or electric services thereto, and of said premises;

(b) to the payment of taxes and special assessments now due or which shall be thereafter levied upon said premises;

shall also include lease commissions and other compensation of lessors or agents, if management be delegated to an agent or agents, and include reasonable legal expenses of said property, including cost of management and leases and rentals and expenses due on said premises.

(a) to the payment of the operating expenses of said property, including cost of management and leases which shall be reasonable for the operation of the following in such order as the following:

permises to the payment upon it by paragraph 19 hereof shall have full power to use and apply the rights, issues and powers hereinabove contained upon it by paragraph 19 hereof shall have full power to use and apply the rights, issues and powers

hereinafter mentioned or of an account of the following in such order as the following:

20. Application Received by Mortgagor. The mortgagor in the exercise of the rights, issues and powers

hereby, and the mortgagor shall reimburse the mortgagor therefore immediately upon demand.

debtors of any claims or demands, the amount thereof, including costs, expenses and reasonable attorney fees, shall be secured

the mortgagor incur any such liability, loss or damage, under said leases or by reason of the assignment thereof, or in the

tions or under takings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should

hereof and of all claims and demands whatsoever which may be asserted against it by reason of any alleged obliga-

tion, duty or liability under any leases, and the mortgagor shall and does hereby agree to indemnify and hold the mortgagor harmless

The mortgagor and to receive all of such awards, rents, issues and profits.

ises as to it may seem judicious, insure and reimburse the same and all risks incident to mortgagor's possession and man-

necessity of proper repairs, renewals, replacing, alterations, additions, substitutions, alterations, to this mortgagor, to make all

the same, to elect to disaffirm any lease or sublease made subsequent to this mortgagor or subordinator, to cancel

which full power to cancel or terminate any lease or sublease for any cause or any ground which would entitle mortgagor, and

recover of rents, actions in equitable priority of the avails, rents, issues, and profits of the premises, including actions for the

power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed

proper, manage and control the premises and conduct the business, if any, thereby under the powers herein granted, hold,

and may as attorney in fact or agent of the premises relating thereto, and may exclude the attorney, its agents or servants, wholly thereforefrom

mortgagor or then owner of the premises of all premises, together with all documents, papers and accounts of the

brokeen, and the mortgagor shall take up and take and retain, hereby authority to exercise all rights and remedies, as for conditio-

or before or after sale the remainder, or whether before or after the institution of legal proceedings to foreclose the lien hereof

the mortgagor has in right to institute foreclosure proceedings, or whether any other the whole principal sum secured by this mortgagor

in case of a sale and delivery.

become prior to the lien hereby, or by any decree, provided such application is made prior to foreclosure sale; and (b) the deficiency

indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be ex-

cuted from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of (a), the

such cases for the protection, possession, control, use and other powers which may be necessary or are usually in

such receiver, whether the receiver be entitled to collect such rents, issues and profits, and all other times when mortgagor, except for the intervention of

redemption, during the period of any part of a sale and in case of a sale a deficiency, during the full statutory period of

said premises during the period of any part of a sale and in case of a sale a deficiency, during the full statutory period of

or any note held by the holder of the premises, whether the same shall be then entitled as a homestead or not and the mortgagor hereunder

regard to the then value of the premises, whether the same shall be then entitled as a homestead or not and without

without notice, whether a receiver of said premises. Such appointment may be made either before or after sale, the court in

which such complaint is filed may appoint a receiver the filing of a complaint to foreclose this mortgage, the court in

18. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this mortgage, the court in

and interest remaining unpaid on the note, any overplus to the receiver, its successors or assigns, as their rights may appear.

and interest secured indebtednesses in that note, with interest as herein provided; third, the terms hereof

including all such items, is to the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings,

buted and applied in the order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings,

secured by this mortgage and the same shall be secured by this mortgage.

17. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distri-

buted among the holders of the same shall be secured by this mortgage.

and interest generally commended, shall be immeadiately due and payable by mortgagor, with interest accrued to the rate applicable to the rate of interest

cecdings, or in preparations for the commencement of any proceeding or trial or proceedings, whether for not

allegiance in any litigation or proceeding afflicting this mortgage, the note or said premises, including the fees of any attorney employed by

in the protection of said premises and the nature in this paragraph mentioned, and such expenses and fees as may be incurred

premises. All expenditures and expenses of the nature in this paragraph mentioned to such decree the true condition of the title to or the value of the

suit or to evidence to bidders any sale which may be had pursuant to such decree the true condition of the title to or the value of the

cases, and similar data and assurances with respect to title, title searches and examinations, title insurance either to prosecute such

evidence, and expert evidence, stenographs, publicrelation costs, and costs (which may be estimated as to items to be expended after

all expenditures and expenses which may be incurred by an attorney for attorney fees, usually for documents necessary

whether by acceleration or otherwise, mortgagor shall have the right to foreclose the lien hereof for such indebtedness or part

mortgagor, if there be more than one, and to any one or more of the conditions enumerated in clauses (b), (c) or (d), with respect to any one or more of the

shall apply in case of the occurrence of any of the conditions enumerated in clauses (b), (c) or (d), with respect to any one or more of the

and payables, together with accrued interest thereon, without notice to mortgagor. The word "mortgagor" as used in this paragraph

every such case where the whole of performance of any other of the conditions or covenants, agreeable to the same shall

made in the due observance of any other of the conditions or covenants, agreeable to the same shall

benefit of creditors, or shall admit in writing inability to pay mortgagors debts generally as they become immediately due

the arrangement, liquidation or winding up of the affairs of the major part thereof in any insolvency proceeding for the

any court or receiver shall be appointed for the major part thereof in any proceeding for the

or any court or receiver or for all of mortgagor's property or the major part thereof in any proceeding for the

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(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

placing said property in such condition as will, in the judgment of the mortgagor or lessor, make it readily removable, and of

said premises, including the cost of all repairs, depreciation, renewals, replacements, alterations, additions, betterments, and improvements.

(c) to the payment of all repairs, depreciation, taxes and expenses of said property, including cost of management and leases and rentals, issues and profits due on said premises;

incude reasonable lease commissions and other compensation of said property and expenses of seeking and procuring tenants and agents to an agent or agents, and include reasonable lease above authorized;

(b) to the payment of taxes and special assessments now due or which shall be reasonably levied upon said premises;

shall also include lease commissions and other compensation of said property and expenses of seeking and procuring tenants and agents to an agent or agents, and include reasonable lease above authorized;

(a) to the payment of the operating expenses of said property, including cost of management and leases and rentals;

permises to the payment upon it by paragraph 19 hereof shall have full power to use and apply the rights, issues and profits

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the mortgagor incur any such liability, loss or damage, under said leases or by reason of the assignment thereof, or in the

tions or under takings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should

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21. **Mortgagee's Right of Inspection.** Mortgagor will furnish the Mortgagee, at the premises at all reasonable times and access thereto shall be permitted for that purpose.

22. **Late Charge.** In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this mortgage which is more than fifteen (15) days in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments, provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

23. **Condemnation.** Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken, if damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring or buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. In the event Mortgagor is authorized by Mortgagee's election, as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds, or if Mortgagor then has no such election, at the first succeeding date on which Mortgagor could so elect, to prepay the indebtedness in accordance with the terms of the note secured hereby.

24. **Release upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this mortgage and the lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

25. **Giving of Notice.** Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the address indicated on the Mortgagor's application for Residential Loan (designated by street address) or to the Mortgagee at its principal office in Chicago, Illinois to the attention of the office of the Vice President in charge of consumer loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

26. **Waiver of Defense.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

27. **Waiver of Statutory Rights.** Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "MORATORIUM LAWS", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor for Mortgagor and all who may claim through or under Mortgagor waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. MORTGAGOR HEREBY WAIVES AND RELEASES ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS.

28. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed, this mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and note commitment issued in connection with this transaction.

29. **Cumulative Rights.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be exercised concurrently therewith.

30. **Binding on Successors and Assigns.** This mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all persons or entities claiming under or through the Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the note secured hereby.

31. **Captions.** The captions and headings of various paragraphs of this mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage, the day and year first above written.

Larry W. Givens
Larry W. Givens

(SEAL)
- Borrower

Freddie D. Givens
Freddie D. Givens

(SEAL)
- Borrower

STATE OF ILLINOIS

SS.

COUNTY OF

(SEAL)
- Borrower

REC'D - 81
740002 ILLIN 42307/31/87 13:47:00
\$3879 & C 16-87-4230158
COOK COUNTY RECORDER

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Larry W. Givens and Freddie D. Givens*, who are personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN my hand and notarial seal this 10th day of July 1987.

My Commission Expires:

Sept. 16, 1988

Karen K Blackmore
Notary Public

-87-423058

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7-4-1987

6/20/1983

EXHIBIT A

LOT #37, HEATHER HILL INC'S FOURTH ADDITION TO HEATHER HILL, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD MERIDIAN, IN VILLAGE OF FLOSSMOOR, IN COOK COUNTY, ILLINOIS 60422 AND AS RECORDED WITH THE COUNTY OF COOK, STATE OF ILLINOIS RECORDERS OFFICE.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED JUNE 30, 1987.

EXHIBIT NO

TAX ID # 31-12-315-001-TP

ADD: 3031 Lawrence Crescent, Flossmoor, Ill.

874223058

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