

UNOFFICIAL COPY

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment enforcing the debt hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall hereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10 day of AUGUST, 1987

X *Earl G. Ruesch* (SEALS)
X *Marie S. Ruesch* (SEALS)
____ (SEALS)
____ (SEALS)

DEPT-01 \$13.25
T90003 TRAN 6013 08/19/87 11:49:00
#8618 # C *--87-458842
COOK COUNTY RECORDER

STATE OF ILLINOIS }
COUNTY OF COOK } SS



I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that EARL G. RUESCH AND MARIE S. RUESCH HIS WIFE AS JOINT TENANTS personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said mortgage as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 10th day of AUGUST, 1987
Terri Ann Kuzel
Notary Public

THIS INSTRUMENT PREPARED BY: COMMERCIAL NATIONAL BANK OF BERWYN / JAMES A. CAIRO
3322 S. OAK PARK AVE. BERWYN, ILL. 60402

MAIL TO



-87-458842

87458842

13.25

