

# UNOFFICIAL COPY

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to judgment concerning the title hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor 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. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

d. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagor 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 Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

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

f. Except for any notice required under applicable law to be given in another manner, (i) 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 Mortgagor as provided herein, and (ii) any notice to Mortgagor shall be given by certified mail, return receipt requested to Mortgagor's address stated herein or to such other address as Mortgagor 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 Mortgagor 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, Mortgagor 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) : DEPT-01 \$13.25  
T40003 TRAN 6013 08/19/87 11:49:00  
\$8618.00 C \*--87-458842  
(SEALS) 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 **THIER**, 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  
MAI 140



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87458842

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11. In case the Property, or any part thereof, shall be taken by condemnation, the Attorney for the Plaintiff shall be entitled to reasonable compensation for all services rendered to collect and receive a full compensation which may be paid to any other party for the same purpose.

**Important Note:** Please pay a non-refundable fee to the Secretary to cover the cost of any additional class necessary if the duration of the election of an officer or member of the Board of Directors exceeds the time limit.

F. That clause 1 of the annexure hereto, as it is at present in force, is hereby repealed, or if the same has not been so repealed, to give effect to any amendment or addition thereto made in accordance with the annexure hereto, as it is at present in force, any other clause in the annexure hereto, or upon the filing of a proceeding in accordance with any such amendment or addition, shall make an amendment or addition thereto of like force and effect as if it had been so made.

*Arguing in favour of a new approach to the assessment of plant diversity, we compare two methods of assessing plant diversity in limestone grasslands in the UK. The first method is based on the number of species per plot, and the second on the number of individuals per plot.*

transferred or assigned by the holder, without the prior consent of the registrant, excepting (a) the registration of a name or pseudonym to a firm or association, or to any part of such association, in or out of any state or country.

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C. This is a case of failure to perfect the conveyance before delivery, because many do not understand what happens during a conveyance period; that said, it's important to know if the above procedure may also do anything necessary to protect the buyer from title defects.

**B3.** Financial package and the Arrangement provide for additional loan which may be made at the option of the Arranger under a credit facility arranged by the Arranger and its successor.

Within a reasonable time any bulletins or improvements now or at any time in the course of erection upon the property (2) To appear in and defend any proceeding which in the opinion of the attorney hereunder, and in pay all costs, expenses and attorney fees incurred or paid by the attorney who performed any service which in the opinion of the attorney hereunder, and in pay all costs, expenses and attorney fees incurred or paid by the attorney who performed any service made a party defendant by reason of the attorney's failure to perform any part of his duty; and (3) To perform all obligations under any prior mortgage or other encumbrance which is senior to the attorney's lien.