## UNOFFICIA Dhis harding twas prepared by: T Boeckenhauer

87113302

for .lst.Federal. S. &. L. of .Des. Plaines (Name)
749 Lee .St.Des.Plajines, .11.60016 (Address)

## MORTGAGE

xisting under the laws of the United States		
FIRST FEDERAL SAVINGS AND LOAM ASSOCIATION OF DES PLANES a corporation organized a misting under the laws of the United States whose address is 749 Lee Street - Dee Plaines, Illinois 60018 (herein "Lender").  WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 2,100,00 (herein "Lender").  WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 2,100,00 (herein "Lender").  WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 2,100,00 (herein "Nee"), providing for monthly installments of principal and interest, with the balance of indebtedness for too score paid, are and payable on February 15, 1989.  TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; as he performance of the covern at and agreements of Borrower heric contained. Borrower does hereby mortgage, grid and convey to Lender the following described property located in the Country of COOK State Illinois:  26 in Pickwick Commons, being a Subdivision of part of Lot 1 of mneman's Division in the Way of the SE k of Section 14, Township 41 nage 11, East of the Third Principal Meridian, in Cook Country, Illino created in the Country of Cook Country, Illino created in the Country of Cook Country of the Country of Cook Countr	THIS MORTGAGE is made this . 13th day of February	Mahler, his wife
whose address is.  748 Lee Street — Des Plaines, Illinois 60016  (herein "Lender").  WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. 5 2, 100,00  which indebtede as is evidenced by Borrower's note dated February, 13,, 1987, and extensions and renew hereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedne for toxoner paid, are and payable on February, 15,, 1989  To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, in the sums, with init (as) thereon, advanced in accordance herewith to protect the security of this Mortgage; as he performance of the coverpair and agreements of Borrower herein contained, Borrower does hereby mortgage, griund convey to Lender the following described property located in the County of Cook.  State Illinois:  26 in Pickwick Commons, being a Subdivision of part of Lot 1 of nameman's Division in the Way of the SE & of Section 14, Township 41 nameman's Division in the Way of the SE & of Section 14, Township 41 named 11, East of the Third Principal Meridian, in Cook County, Illino	between the Mortgagor, Russell Hattlef, and Ruch !	74111517. 1115. WILE
whose address is.  748 Lee Street — Des Plaines, Illinois 60016  (herein "Lender").  WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. 5 2, 100,00  which indebtede as is evidenced by Borrower's note dated February, 13,, 1987, and extensions and renew hereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedne for toxoner paid, are and payable on February, 15,, 1989  To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, in the sums, with init (as) thereon, advanced in accordance herewith to protect the security of this Mortgage; as he performance of the coverpair and agreements of Borrower herein contained, Borrower does hereby mortgage, griund convey to Lender the following described property located in the County of Cook.  State Illinois:  26 in Pickwick Commons, being a Subdivision of part of Lot 1 of nameman's Division in the Way of the SE & of Section 14, Township 41 nameman's Division in the Way of the SE & of Section 14, Township 41 named 11, East of the Third Principal Meridian, in Cook County, Illino	FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DESPI	LAINES a corporation organized and
whereas services is indebted to Lender in the principal sum of U.S. \$ 2,100,00  which indebtede as is evidenced by Borrower's note dated February 13, 1987 and extensions and renew thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtednes for sooner paid, are and payable on February 15, 1989  To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; as the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grand convey to Lender the follow in, described property located in the County of	www.subaccars.com/go/the/United States	en e
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which indebteder as is evidenced by Borrower's note dated . FETUATY. 19.1. 19.8? and extensions and renew hereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness for some paid, are and payable on . February . 15 1989	WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$	2,100.00
frot sooner paid, are and payable on February 15, 1989.  To Secure to Ler for the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of the indebtedness evidenced by the Note, with interest thereon; the payment of the indebtedness evidenced by the Note, with interest thereon; the payment of the coven, at and agreements of Borrower herein contained, Borrower does hereby mortgage; at the performance of the coven, at and agreements of Borrower herein contained, Borrower does hereby mortgage; grand convey to Lender the following described property located in the Country of Cook State Illinois:  26 in Pickwick Communa, being a Subdivision of part of Lot 1 of contemn's Division in the Way of the SE k of Section 14, Township 41 ange 11, East of the Third Principal Meridian, in Cook Country, Illino  **MacO**  Temanent Index Number: 08-14-405-007	high indebtedrass is evidenced by Borrower's note dated . FEDTUATY 1	우호, 구기역 ( . and extensions and renewals
To Secure to Lerder the repayment of the indebtedness evidenced by the Note, with interest thereon; the paymer all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; are performance of the covery ate and agreements of Borrower herein contained. Borrower does hereby mortgage, grand convey to Lender the follow in, described property located in the County of COOK. State linois:  26 in Pickwick Commons, being a Subdivision of part of Lot 1 of meman's Division in the W.'s of the SE's of Section 14, Township 41 age 11, East of the Third Principal Meridian, in Cook County, Illino  Mannent Index Number: 08-14-405-007	ereof (bergin "N. ce") providing for monthly installments of principal and	interest, with the balance of indebtedness,
all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; as the performance of the coven, at: and agreements of Borrower herein contained, Borrower does hereby mortgage, grand convey to Lender the following described property located in the County of . COOK	not sooner paid; auc and payable on .4 PMA YEAR. ART. ART.	• •
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the performance of the coven, at and agreements of Borrower herein contained. Borrower does hereby mortgage, grand convey to Lender the follow my described property located in the County of Cook State librois:  26 in Pickwick Commons, being a Subdivision of part of Lot 1 of nameman's Division in the W. of the SE ½ of Section 14, Township 41 age 11, East of the Third Principal Meridian, in Cook County, Illino  ### MCO  **manent Index Number:08-14-405-007   1	all other sums, with interest thereon, advanced in accordance herewith to	protect the security of this Mortgage; and
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[City]	Street   Street	[City]
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[Zip Code]	inois 60056	

covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower

hereinafter referred to as the "Property."

87113302

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then then to the sums secured by this Mortgage The receiver shall be liable to tidue. All rents collected by the receiver shall be applied first to payment of the costs of said collection of rents, including, but not limited to, receiver's fees, premiums on receiver's sals to since possession of and manage the Property and to collect the rents of the in under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

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extracted and an including the measure of the Property.

MORTGAGES OR DEEDS OF TRUST - VAD BOKECTOROKE OADER ROLENION REQUEST FOR NOTICE OF DEPAULT

despect and of any sale or other foreclosure action. yne lo tender, at Lender's address set forth on page one of this Mortgage, of any sen holder of any mortgage, deed of trust or other encumbrance with a lien which has

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County ss:

SACE Nables, a Motary Public to and for said county and state, do hereby certify that

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CONTRACTOR CHARGE

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10. Borrower Not Release; i brown are by Londer Net. Vilver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or 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 to Lender's address stated herein or to such other address. 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, Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Imperty is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection

with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subording to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and

this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihoot of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrover's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any state secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the redice is 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 may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver, As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof on abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

S. Borrower and Lender covenant and agree as follows:

S. Borrower and Lender covenant and agree as follows:

S. Borrower and late charges as provided in the Note.

Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or mostgage insurance, it any, all as reasonably estimated initially and from time to time by forestancents, if any) which may attain priority over this Mortgage and ground rents on rne priority of yearly premium installments for hazard insurance, plus one-twelfth of yearly them time to time by designates. Subject to applicable law or a written waiver by Lender, Borrower shall pay sality payments of principal and interest are payable under the Note, until the Note is paid ada?) equal to one-twelfth of the yearly taxes and assessments (including condominium and successments, if any) which may attain principal.

and debits to the Funds and the purpose for which each debit to the Funds was made. The nade or applicable law requires such interest to be paid, Lender shall not be required to pay an applicable law requires such interest to Borrower, without charge, an annual accounting of sits; insurance premiums and ground rents. Lender may not charge for so holding de to Lender, the Funds shall be held in an institution the deposits or accounts of which are Mederal or state agency (including Lender if Lender is such an institution). Lender shall apply the desired of state agency (including Lender is Lender is such an institution). repail institutional lender.

il pay to Lender any amount newstary to make up the deficiency in one or more payments as shall not be sufficient to par taxes, assessments, insurance premiums and ground rents as Morrower or credited to derrower on monthly installments of Funds. If the amount of soe premiums and ground rents fall due, such exceed the amount required to pay said honel security for the sums secured by this Mortgage.

of all sums secured by this Morta's. Lender shall promptly refund to Borrower any Funds and secured by the Property is otherwise acquired by Lender, any Funds and immediately prior to the sale of the Property or its acquisition by Lender, any Funds

Unless applicable law provides otherwise, all payments received by Lender under and a bereof shall be applied by Lender fire in payment of amounts payable to Lender by Tappicerion as a credit against the sum- recured by this Mortgage

The state of the security agreement with a state of the pay or cause to be paid all taxes.

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The state of the state of the improvements now existing or hereafter erected on the Property of the improvements now existing or hereafter has and so there has a Lender may require.

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I test of Direct Charges Liens. Borrow a shall perform all of Borrower's obligations
of trust of other security agreement with a La which has priority over this Mortgage.

ment include a standard mortgage clause in fave to hold the policies and renewals thereof. subject twith a Hen which has priority over this Mortgage. trust policies and renewals thereof, subject to the terms of any mortgage; deed of trust Lender a standard mortgage clause in favor of and in a form acceptable to Lender. M. De unreasonably withheld. All insurance policies and renewal thereof shall be in a form

er shall give prompt notice to the insurance carrier and Leader. Lender may make

Morrower that the insurance carrier oriers to series to restoration or repair of the Property and Marianes. Planned Unit Develor ents. Bornal Marianes. parently by Borrower, or if Borrower fails to respond to Lender within 30 days from the date section by Borrower, or if Borrower fails to respond to Lender within 30 days from the date section of insurance or neither Lender is

sectors or governing the condominium or planned unit development, the by-laws and regulaany ta good repair and shall not commit waste or permit impairment or deteriors, son of the waste provisions of any lease it this Mortgage is on a leasehold. If this Mortgage it or a unit the provisions of any lease it this mortgage it or a unit the same development, Borrower shall perform all of Borrower's obligations under the same development, Borrower shall perform all of Borrower's obligations under the same development. e of Property; Lesschoids; Condominiums; Planned Unit Develoisments. Bor-

spon notice to norrower, may make such insurance terminates in accordance with an all such time as the requirement for such insurance terminates in accordance with assections in a secured by this Mortgage, Borrower shall pay the premiums required to a small such time as the requirement for such insurance terminates in accordance with a small such time as the requirement for such insurance terminates in accordance with on notice to Borrower, may make such appearances, disburse such sums, including planned unit development, and constituent documents.

Security. If Borrower Isils to perform the covenants and agreements contained in this interest in the Property, then in proceeding is commenced which materially affects Lender's interest in the Property, then in proceeding is commenced which make such appearances, disburse such sums, including

sections agreement of apparence to this paragraph?, with interest thereon, at the Note rate, shall be payable upon notice from Lender to Borrower and Lender agree to other measures aball be payable upon notice from Lender to Borrower requesting payment thereof. The payable upon notice from Lender to incur any expense or take any action hereunder. The agreement of the Property. wal slideslicable law.

in the Property. Il give Borrower notice prior to any such inspection specifying reasonable cause therefor rangy make or cause to be made reasonable entries upon and inspections of the Property,

priority over this Mortgage. be paid to Lender, subject to the tents of any mortante, deed of List of proceeds of any award or claim for damages, direct or consequential, in connection with are making of the Property, or part thereof, or for conveyance in lieu of condemnation, are