THIS MORTGAGE is made by and between <u>Nicholas J. Angele and Elizabeth A. Angele</u> and wife as joint tenants, 9322 S. Hamlin Ave., Evergreen Park, IL, 60642-

(herein "Borrower"), and WELLS FARGO CREDIT CORPORATION, whose address is 1931 N. Meacham Road, Suite 360, Schaumburg, Illinois 60195 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants, and mortgages unto Lender and Lender's successors and assigns, the following described property located in the State of Illinois: Midlothian _, County of _

LOT 28 IN BLOCK 30 IN MANUS MIDLOTHIAN PARK A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

арок совый»

28-10-229-008 BÃO 94 Permanent Parcel No.:

which has the address of

1957 APR -8 TH 1: 18 15639 Keystone Ave., Midlothian, IL. 60445

That property is not residential real estate and therefore the Hinois (herein "Property Address"); following prepayment penalty from romissory Note applies. See Addendum "A" attached hereto and by reference made a part hereof. TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvethe Promissory Note applies.

ments now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues, and alley: adjoining the Property, and rents (subject however to the rights and authorities given in this Mortgage to Lender to collect and apply such rents), royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and III fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be decimed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leaish)ld estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Ayre ment under the UCC for the purpose of creating a security interest in such Property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC);

To Secure to Lender on condition of the repayment of the indubtedness evidenced by a Note of even date herewith in the principal _, with interest as stated there in the principal balance of the indebtedness, if not sooner paid due sum of U.S. \$ _105,984,00 and payable on 04/13/97 the payment of all other sums, with interest thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained in this Mortgage and in the Note.

Notwithstanding anything to the contrary herein, the Property shall include all of borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasthold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall at arh to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey, and mortgage the Property, and that the Property is unencumbered except for encumbrances of rootd. Borrower covenants that Boslower warrants and will defend generally the title to the Property against all claims and demailds, jubject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or supplied; the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Agreement calls for an "adjustable rate." In this regard, the paragraphs of the Note set forth verbatim below relate to the adjustable rate:

> INTRODUCTORY AGREED AGREED RATE OF CHARGE (In PRINCIPAL effect after expiration of Intro ductory Agreed Rate of Charge RATE OF CHARGE (In effect until_ See below for explanation of how this rate will be adjusted.) 9.15 105,984.00 % per year.

INCREASES OR DECREASES IN AGREED RATE OF CHARGE: Borrowers agree that the Agreed Rate of Charge shown above is subject to increase or decrease based on changes in the monthly average yield of the United States Treasury securities adjusted to a constant maturity of 5 year(s), which is the "index" for this loan. The average yield on the index during February , was 6,79 %, which is the "index rate" for this loan. The Agreed Rate of Charge shown above is equal to the index 19 87 ________%, which is the "rate spread" for this loan. The Agreed Rate of Charge will increase or decrease on , 19.92 \pm , and on that date every 60 \pm th month thereafter, which are the "adjustment dates" for this loan. On each adjustment date, a new index rate will be fixed, based on the monthly average yield of the index as determined during the second month preceding the month in which the adjustment date occurs, as fixed by the statistical releases of the Board of Governors of the Federal Reserve System. On each adjustment date, a new Agreed Rate of Charge will be established, and will be equal to the new index rate plus the rate spread, truncated to the second decimal point. Thus, if the new index rate is higher than the previous index rate the Agreed Rate of Charge paid by Borrowers will be increased by an amount equal to the amount of the increase

in the index rate. If the new index rate is lower than the previous lodex rate on magnishment date, the Agreed Rate of Charge paid by Borrowers will be decreased by a samount equal to the amount of the decreased in the madex rate. For example, if the index rate on this loan were 10.00%, and the rate spread were 5.00%, the Agreed Rate of Charge would be 15.00%. If, on the next adjustment date, the index rate were to increase to 12.00%, the Agreed Rate of Charge would increase to 17.00%. Unless the box in front of the Limitation on Changes in Agreed Rate of Charge paragraph below is checked, the Agreed Rate of Charge will always be equal to the index rate plus the rate spread. If the box in front of the Limitation on Changes paragraph is checked, the Agreed Rate of Charge will always be equal to the index rate in effect at the time plus the rate spread unless the change required at the time of an adjustment date would be greater than that permitted by the Limitation on Changes paragraph.

IIILIMITATION ON CHANGES IN AGREED RATE OF CHARGE: If this box is checked, the Agreed Rate of Charge will not increase or decrease by more than __n/a__% per year at the time of any one adjustment, or by more than __n/a_% per year during the term of this loan. This paragraph does not apply to the increase which may occur at the time the Introductory Agreed Rate of Charge expires.

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges or other charges imposed under this Note.
- 2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 26 of this Mortgage, there to interest payable on the Note, then to other charges payable under the Note, and then to the principal of the Note.
- 3. PRIOR MORTGAG'S AND DEEDS OF TRUST; CHARGES; L(ENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assistments, and other charges, fines, and impositions attributable to the Property and all encumbrances, charges, loans, and tiens (other than any priority over this Mortgage, and leasehold payment; or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.
- 4. HAZARD INSURANCE. Borrower shall at it, cost, keep the improvements now existing or hereafter elected on the Property insured against foss by fire, hazards included within the term "extended coverage," and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall insurant Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesier of (a) the maximum insurable value of the Property; or (b) the amount of the credit secured by this Mortgage plus the outstanding required of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies aid renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums in policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within 10 calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and tender. Lender may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust, or other security agreement with a lien which has or appears to to have any priority over this Mortgage, the amounts collected by Borrower or Lender under in y hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage and in such cioes as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby if revocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this for gage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within 30 callogar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, 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 such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOP-MENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees, or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or a planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or a planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part of this Mortgage.

6. PROTECTION OF LENDIN'S SECULITY If Berrower tals to perform the overants and agreements contained in this Mortgage or in the Note or if any action or proceeding is commerced, thich trees the trees the trees to the trees to

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

- 7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other triking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is nereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.
- 9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments of her than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted in this Mortgage or under the Note shall not operate to release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety therec. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify pay nent terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of ommission or commission, to have waived any of its rights or remedies under this Mortgage unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insular coor the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to procelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the Note.
- 10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective successors, heirs, legatees, devisees, and assigns of Lender and Borrower, subject to the provisions of paragram 13 of this Mortgage. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) 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 encuriber that Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower under this Mortgage may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Foreower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 11. NOTICES. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) provided for in this Mortgage shall be given by hand-delivering it addressed to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) at the Property Address or at such other address as Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) may designate by written notice to Lender as provided in this Mortgage; and (b) any notice to Lender shall be given by registered or certified mail to Lender at Park Place, of 30 DTC Blvd., Suite 400, Englewood, Colorado 80111 or to such other address as Lender may designate by written notice to Borrower (or to Borrower's successors, heirs, legatees, devisees, and assigns which have provided Lender with written notice of their existence and address) as provided in this Mortgage. Any notice provided for in this Mortgage shall be deemed to have been given on the data for delivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11.
- 12. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not fimit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal, or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used in this Mortgage, "costs," "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited in this Mortgage.
- 13. BORROWER'S COPY. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation of this Mortgage.
- 14. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Note or which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively, or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

15. EVENTS OF DEFAULT

a. Notice and Grace Period. An Event of Default will occur under this Mortgage upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation of Borrower's covenants under the Note and upon Borrower's failure to cure such breach or violation, and to provide Lender, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice is given, and expires at \$1350.

p.m., Central time, on the last day of the pelicid. If there is no glac period applicable to a pathtural breach or violation, the Event of Default will occur under this Mr. trage upon the giving of the above notice. Such notice that be given to Borrower in accordance with paragraph 11 of this Mortgage and shall contain the following information: (1) the nature of the Borrower's breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his credit under this Mortgage after acceleration.

- b. Events of Default, Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods are set forth parenthetically after each event.) The events are: (1) Borrower fails to pay when due any amounts due under the Note or this Mortgage (30-day grace period); (2) Borrower fails to keep the covenants and other promises made in the Note (no grace period); (3) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application (no grace period) or made any false or misleading statements on Borrower's credit application (no grace period); (4) Borrower dies or changes his or her marital status and transfers Borrower's interest in the Property to someone who either (i) is not also a signatory of the Note (no grace period), or (ii) is a signatory of the Note if such transfer, in Lender's reasonable judgment, materially impairs the security for the credit described in the Note (no grace period); (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within 60 calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace period); (6) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (7) Borrower further encumbers the Property, or suffers a lien, claim of lien, or encumbrance against the Property (30-day grace period in which to remove the lien, claim of lien, or encumbrance); (B) Borrower defaults or an action is filed alleging a default under any credit instrument or mirtgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Note or whose lien has or appears to have any priority over the lien hereof (no grace period), or any other creditor of Borrower afternats to (or actually does) seize or obtain a writ of attachment against the Property (no grace period); (9) Borrower fails to keep any other covenant contained in the Note or this Mortgage not otherwise specified in this paragraph 15 (10-day grace period, unless the failure is by its nature not curable, in which case no grace period or, if another grace period is specified in the Note or this Mortgage that grace priod shall prevail.
- 16. TRANSFER OF THE PROFEFTY. If the Borrower, or beneficiary of a Trust, if any, sells, conveys, assigns, or transfers, or promises or contracts to sell, convey, assign, or transfers, all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property, or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without fimitation sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable as set forth in the Note. Failure to pay such indebtedness within 30 days after the notice to Borrower of such acceleration shall constitute an Event of Default.

As an alternative to declaring all sums secured by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to close of the sale or transfer or the promise to self or transfer, to the transferee's assumption of the outstanding obligation under the Note on terms satisfac ory to Lender. Lender's acceptance of the transferee's assumption of the obligation under the Note shall not release Borrower from any of its obligations under the Note and Mortgage, and Borrower shall assume the status of the guarantor of the Note until paid in full. Bor ower understands that Lender will not permit the assumption of the outstanding balance under the Note in any event and will declare the entire outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see paragraph 20%) this Mortgage), unless (i) Borrower has submitted to Lender a written acknowledgement from the transferees that the transferee has received (a) a copy of the Note and Mortgage, and (b) notice of the amount of Borrower's outstanding principal balance, (ii) Borrower has submitted to Lender a written acknowledgement from transferee that transferee has received such material and understand, that Lender's security interest reflected by this Mortgage will remain on the Property until the entire outstanding principal balance as of the date of such sale or transfer or promise, together with accrued interest and other charges, is paid in full; (iii) Borrower causes 10 to submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthings of the transferee as if a new loan were being made to the transferee; and (iv) Lender does not, in its sole opinion, believe that (A) its security will be impaired or (B) a breach of any promise or agreement in this Mortgage will occur or (C) such transfer will permit the acceleration of any loan which has priority in right of payment over the indebtedness evidenced by the Note. The transferee and Borrow's shall retain the right to repay the Note before the Due Date, in whole or in part, at any time without premium or penalty.

- 17. ACCELERATION; REMEDIES. Upon the existence of an Event of Default, Lender may, at its sole ontion, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any emedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.
- 18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security under this Mortgage, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 of this Mortgage or the occurrence of an Event of Default under this Mortgage or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 of this Mortgage, or abandonment, Lender, at any time without notice, in person, by agent, or by judicially appointed receiver, and without regard to adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

- 19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage. Borrower shall pay all cost of recordation, if any.
- 20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale, and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as set forth on page one of the Mortgage.

- 21. INCORPORATION OF TEAMS All puthe terms, conditions and provisions of the lowere by this reference incorporated in this Mortgage as if set forth in this Moveyent of De authorities the Nede so, all constitute and vent of Default under this Mortgage without further notice to Borrower.
 - 22. TIME OF ESSENCE. Time is of the essence of this Mortgage and the Note.
- 23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of the information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at Park Place, 5690 DTC Blvd., Suite 400, Englewood, Colorado 80111 (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including, but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.
- 24. TAXES. In the event of the passage after the date of the Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.
- 25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinds, the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property mershalled upon any forer ost relief in hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order of decree of foreclosure, pursuant to rights granted in this Mortgage, on behalf of the Mortgagor and each and every person acquiring any interest in or title to the Property described in this Mortgage subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.
- 26. EXPENSE OF LITIGATION. In any sign to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Note, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' sharpes, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) or producing all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurance, with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale, which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this hortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.
- 27. CAPTIONS. The captions of this Mortgage are for convenience and refe ence only. They in no way define, limit, or describe the scope or intent of this Mortgage. In this Mortgage, whenever the context to requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, Borrower	has executed this Mortgage.		
Micholas J. Angele	6 DATE: 406/87	T DA	TE:
Nicholas J Angele	,	9,	
Elsaheth all	15eliDATE: 4/06/87	DA DA	TE:
Elizabeth A. Angele			
STATE OF ILLINOIS)		
COUNTY OF FAMERIKA))		
		day of(! \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	
		Marcha Mart	
		Notary Public 3	
My Commission Expires: 1	21-88		
This instrument prepared by:	WELLS FARGO CREDIT C One Century Centre 1750 F. Golf Rd., Suite 1		

When recorded return to:

WELLS FARGO CREDIT CORP. One Century Centre 1750 E. Golf Rd., Suite 150 Schaumburg, Illinois 60173

Schaumburg, Minois 60173

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WELLS FARGO CREDIT CCRP. One Cerkury Circlin 1759 E. Golf Rd., Suite 150 Schaumburg, Hinels 80173

WELLS FARGO CREDIT CORP.
Cre Century Contre
1750 E. Golf Rd., Suite 150
Schaumburg, Illinois 60173

7184850

UNOFFICHAL COPY, 5 0

Account Number	012000000251~5	Date of Loan	04/06/87	
The undersigned C shall be incorpora transaction describ	ited into the Mortgage s	gree that the following checke igned by them as part of the	ed paragraph loan	
() MORTGAGE				
set forth below, E Penalty shall be i	Borrowers agree to pay on an amount equal to the	aid in full during one of the s a Prepayment Penalty. Such I e percentage of original Princi luring which the prepayment o	Prepayment ipal listed	
	oaid on or before			
		but on or before		
% if prep	paid after	but on or before		
() MORTGAGE VAR	RIABLE RATE			
regular installment	date, upon payment of	this Note either partially or in a prepayment premium as follo	ows:	
hereof;	0.	efore , 19 , cipal amount of this Note show		
or befor principa	e , 19 l amount of this Note sh re shall be no premium	e date specified in subparagra , the premium shall be lown on the face hereof; provi if prepayment is made after_	% of the full ided, however,	
(x) MORTGAGE (CO	MMERCIAL ADJUSTABLE F	ATE)		
5 if prepaid on or before 05/13/88; or				
3 if prepai	d after 05/13/88	out on or before 05/13/8	19 ; or	
1 % if prepai	d after 05/13/89	but on or before 05/13/9	10	
	OMMERCIAL ADJUSTABLE			
PREPAYMENT PENALTY: Borrowers agree to pay a Frepsyment Penalty equal to the original Principal if they prepay this loan in full to the original Principal if they prepay this loan in full or more years after the date of this loan but within years of the date of this loan.				
		3,0	ı	
Borrower (Corporati	on/Partnership Name)	Sicheland Fre Es	(Seal)	
By:		Borrower Nicholas J. Angele	.	
Its:		Borrowet Blanchath A Annala	(Seal)	
By:		Person signing below has gran a security interest in property this loan, but does not person to repay this loan.	y securing	
Wells Fargo Credit (Corporation			

L14.29

This rider is Hereby attached to and made part of a certain <u>Mortgage</u> in favor of Wells Fargo Credit Corporation in the amount of \$105,984.00 and date <u>04/06/87</u>.