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3/19/88

Commission Expires

\*\*\* HIS WIFE (J) \*\*\*

Notary Public  
JANUSZ A. GRYGIAK  
30 days December 1988

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANUSZ A. GRYGIAK & CATHERINE L. MC NULTY, personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY, signed, sealed and delivered the said instrument as THEIRS, free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of homestead. (Given under my hand and official seal, this 30 days of December 1988)

STATE OF ILLINOIS )  
) SS )  
( COUNTY OF COOK )

MORROWER  
JANUSZ A. GRYGIAK  
Catherine L. McNulty

DEPT-01  
14333  
TRAN 0192 13/27/88 10:58:00  
1172 # 4-88 57 2 7714  
COOK COUNTY RECORDER

Dated: 12/13/88

8. Borrower Not Released; Forfeiture by Lender Not a Waiver: 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 the liability of the original Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or release 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successor and Assigns Bound; Joint and Several Liability; Co-Debtors: The covenants and agreements of this mortgage shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this mortgage but does not execute the Agreement, (a) is co-signing this mortgage only to mortgage, grant and convey that Borrower's interest in the property under the terms of this mortgage; (b) is not personally obligated to pay the sums secured by this mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this mortgage or the Agreement without that Borrower's consent.

10. Prior Mortgages: Borrower covenants and agrees to comply with all of the terms and conditions and covenants and conditions and covenants of any mortgages, trust deed or similar security instrument affecting the property which has or may have priority over this mortgage, including, but not limited to, timely making the payments of principal and interest due thereunder. Failure of Borrower to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this mortgage, and Lender may invoke the remedies specified in paragraph 13 hereof.

11. Default: (A) Borrower shall commit a default under this mortgage if any of the following occur: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this mortgage; (2) failure to perform or keep any term, provision, condition, covenant, warranty or representation contained in the Agreement or the mortgage which is required to be performed or kept by Borrower; (3) occurrence of a default or an event of default, now or at any time hereafter delivered to Lender by any guarantor of Borrower's obligations under the Agreement or the mortgage; (4) if the property that is the subject of this mortgage, or the benefited interest in any trust holding title to that property, is attached, seized, subject to a writ of distress warrant, or is levied upon, or becomes subject to any lien or comes within possession of any receiver, trustee, custodian or assignee for benefit of creditors, or if such property or beneficial interest is encumbered or suffers such an encumbrance or chain of lien (except such encumbrances that are expressly subordinate to this mortgage); (5) the filing of any petition under any Section or Chapter of the Bankruptcy Reform Act of 1978 or any similar law by Borrower or against Borrower and such petition is not dismissed within 90 days, or if Borrower shall be declared incompetent, or if a conservator shall be appointed for any or all of Borrower's assets, including the property; (7) Borrower defaults in, or an action is filed alleging a default in any other obligation of Borrower to creditors other than Lender; (8) Lender receives actual knowledge that Borrower under any material misrepresentation or omits any material information in the Agreement, mortgage, or in Borrower's application for the Agreement.

(B) If Borrower is in default under the Agreement or this mortgage, Lender may require Borrower to pay, immediately the principal balance outstanding, any and all interest, together with all other fees, costs or premiums charged to Borrower's account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred.

12. Transfer of the Property: If all or any part of the property, or an interest therein is sold or transferred by Borrower or if the beneficial interest or any part thereof in any trust holding title to the property is assigned, sold or transferred, or if the Borrower or the title holding trust enters into Articles of Agreement for deed or any agreement for installment sale of the property or the beneficial interest in the title holding trust, without Lender's prior written consent, excluding (a) the creation of a purchase money security interest, for household appliances, by 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 (3) years or less, not containing an option to purchase, Lender may, at Lender's option, decline all sums secured by this mortgage to be immediately due and payable.

13. Acceleration Remedies: Upon a default by Borrower in the mortgage, Lender, at its option, may require immediate payment in full of all sums secured by this mortgage without further demand and may foreclose this mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 13, including, but not limited to, reasonable attorney's fees and costs of title evidence.

14. Waiver of Homestead: Borrower waives all right of homestead and exemption in the property.

03-598284