



5. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASES, HOUSING COVENANTS, PLANNED UNIT DEVELOPMENT... Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease of the Property...

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, foreclosure of the Prior Mortgage, eminent domain, insolvency, reorganization or arrangements of procedure involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may cause such action, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become a debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note. If payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall attempt to give Borrower notice of the entry, such inspection specifying reasonable cause therefore 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 taking of the Property, or part thereof, or of any interest in the Property, are hereby assigned and shall be paid to Lender, subject to the Prior Mortgage.

In the event of a total taking of the Property, subject to the rights of the Prior Mortgage, the proceeds shall be applied to the sums secured by this Mortgage, with the balance of the proceeds to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to the Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

9. BORROWER NOT RELEASED. Extension of the time for payment or modification or 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.

10. FOREBEARANCE BY LENDER NOT A WAIVER. 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. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. REMEDIES CUMULATIVE. Remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law of equity, and may be exercised concurrently, independently or successively.

12. SUCCESSORS AND ASSIGNS JOINT; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and heading of the paragraphs of this Mortgage are for convenience only and are not to be interpreted to define the provisions hereof.

13. NOTICE. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Post Office address or at such other address as Borrower may designate by notice to Lender as provided herein, and if any notice to Lender shall be given by certified mail, such notice shall be mailed to the address of Lender designated herein or to such other address as 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.

14. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 12 Sections 6405, 6406 and 6407, and 312.2. In the event that any provision or clause of this Mortgage or the Note which can be given effect without the conflicting provision, and to this and the provisions of the Mortgage, the Note and Loan Agreement are declared to be severable.

15. BORROWER'S COPY. Borrower shall be furnished a conforming copy of the Note and this Mortgage at the time of execution or after recording hereof.

16. TRANSFER OF PROPERTY; ASSUMPTION. If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by Borrower or its beneficiary (including modification or amendment of the Prior Mortgage to increase the indebtedness thereby secured) without Lender's prior written consent, or the Property is no longer the principal residence of Borrower or its beneficiary, if applicable, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If the Lender is notified of such transfer, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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.

17. ACCELERATION, REMEDIES. Upon Borrower's breach of any covenant or any covenant or agreement of Borrower in the Loan Agreement, Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Note or Agreement, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice 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, Lender at Lender's option may declare all of the sums 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 attorney's fees, and costs of documentary evidence, abstract and title reports.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. 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 or abandonment of the Property, have the right to collect and retain such rents as they become due and payable, provided however, that such rents are applicable to that portion of the Property not occupied as the principal residence of Borrower or its beneficiary, if applicable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person or by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to 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 management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and if required by law, shall pay all applicable expenses, including recording fees, relative thereto. Borrower shall, however, pay a release fee to Lender of \$25.00 or current fee in effect at that time.

20. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

FOR INFORMATION PURPOSES:

Prior Mortgage in favor of \_\_\_\_\_  
Recorded on \_\_\_\_\_ 19\_\_\_\_ at Document No \_\_\_\_\_  
Original Debt \$ \_\_\_\_\_ Percent Debt % \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF Dupage

I, Erma J. Sipko

a Notary Public in and for the State of Illinois

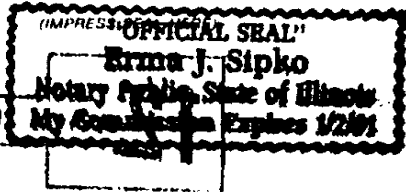
DO HEREBY CERTIFY that THOMAS E. FORDE AND MARYANNE C. FORDE, HIS WIFE

personally known to me to be the same person, S whose name S ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 1ST day of FEBRUARY, 1988

88068468



Erma J. Sipko  
Notary Public