

The FIRST NATIONAL BANK OF WAUKEGAN
UNOFFICIAL COPY

15.00

MORTGAGE 88320349

THIS MORTGAGE is made this 24th day of May, 1988, between Stephen & Helen Mullins ("Borrower") and THE FIRST NATIONAL BANK OF WAUKEGAN, a national banking corporation, with offices at One South Genesee Street, Waukegan, Illinois 60085 ("Bank").

WITNESSETH, that:

Borrower is indebted to Bank in the maximum principal sum of One hundred twenty four thousand eight hundred dollars and no/100-----DOLLARS (\$ 124,800.00), ("Principal"), or the aggregate amount of all Advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement and Disclosure Statement ("Loan Agreement") between Bank and Borrower of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Home Equity Line of Credit Variable Interest Rate Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the principal balance of the indebtedness and all outstanding interest and charges, if not sooner paid or required to be paid pursuant to the Loan Agreement and Mortgage, due and payable five (5) years from the date of this Mortgage. Said Note obligates Borrower to repay, with interest, any and all present and future indebtedness of Borrower for loans and financial accommodations at anytime hereafter made or extended up to the Principal. The Note and the Loan Agreement are incorporated herein by reference. It is the intent of the parties to said Note that the term "Revolving Credit" have the same meaning as such term as defined in Section 4.1 of "An Act in relation to the rate of interest and other charges in connection with sales or credit and the lending of money" as approved May 24, 1979 as amended.

TO SECURE to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof, and as to the Note, not only the existing indebtedness but also such future advances as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby MORTGAGE GRANT AND CONVEY to the Bank the following described property located in Cook County, Illinois hereby releasing and giving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois: which has the common address of 1730 Hinman Avenue #2A, Evanston, IL PRN # 11-19-400-018-100 B

UNIT NUMBER 2-"A" IN HINMAN COURT CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):
LOTS 15 AND 17 IN BLOCK 14 IN EVANSTON IN THE EAST FRACTIONAL HALF OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE FIRST NATIONAL BANK AND TRUST COMPANY, OF EVANSTON, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 9, 1976, AND KNOWN AS TRUST NUMBER "R"-1899 AND RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS RECORDER OF DEEDS AS DOCUMENT NUMBER 24052259 TOGETHER WITH AN UNDIVIDED 5.02 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, together with all other charges imposed under the Loan Agreement

2. Funds for Taxes and Insurance. Upon execution of this Mortgage, Borrower shall evidence to Bank the existence and currency of an insurance and real estate tax reserve as described below, which may be on deposit with Borrower's first mortgage lender, if such a reserve has not been established, and subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly installments of principal and/or interest payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

Upon payment in full of all sums secured by this Mortgage, Bank shall promptly refund to Borrower any Funds held by Bank. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sum secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Bank under the Note, the Loan Agreement and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgage, then to any sums advanced by Bank to protect the security of this Mortgage, then to any sums chargeable under the Loan Agreement, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges, Liens. Borrower shall fully and timely perform all of the Borrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower represents that this is a valid second mortgage and that there is only one other lien on the Property prior to this Mortgage constituting a first mortgage on the Property.

Borrower shall cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided in Paragraph 2 hereof, or if not paid in such a manner, by Borrower making payment, when due, directly to the taxing or assessing authorities. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank receipts evidencing such payments.

Any act or omission of Borrower which, with the giving of notice or the passage of time, would constitute a default under any prior encumbrance, or under any ground lease to which this Mortgage is subordinate, shall be a default under this Mortgage. Borrower shall promptly deliver to Bank all notices of any defaults or events of default under any prior encumbrance or ground lease. Borrower shall also keep the Property free from mechanic's or other liens not expressly subordinate to the lien hereof.

Borrower shall also pay or cause to be paid when due all water, sewer and other charges, lines and impositions attributable to the Property which may gain priority over this Mortgage, and provide satisfactory evidence of said payment immediately after their due date.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as the Bank may require. Borrower shall maintain Hazard Insurance for the term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (a) the maximum insurable value of the Property or (b) the maximum amount of the line of credit evidenced by the Note and secured by this Mortgage, plus the amount of any obligation secured in priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to the Bank and shall include a standard mortgage clause acceptable to the Bank and shall provide for thirty (30) days written notice to Lender prior to cancellation or material change in coverage. Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The bank 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 that has or appears to have priority over this Mortgage, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Borrower abandons the Property, or if Borrower fails to respond to Bank within 30 days from the date of notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim, Bank is authorized to collect and apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If under Paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. 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 if this Mortgage is on leasehold. Borrower shall promptly restore or rebuild any buildings or improvements now or hereafter on the property which may become damaged or destroyed. Borrower shall comply with all requirements of law or municipal ordinances with respect to the use, operation and maintenance of the property, and shall make no material alterations in said property except as required by law or municipal ordinance, or otherwise without the prior written consent of Bank. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development order is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disbursement such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' fees, entry upon the property to make repairs, full or partial payment or discharge of prior encumbrances, payment, settling or discharge of tax liens, payment of ground rents (if any), and procurement of insurance. Bank, in making said authorized payments of taxes and assessments may do so in accordance with any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the same or into the validity of any tax assessment, sale, forfeiture, tax lien, or title or claim thereof. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2 hereof, or if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier.

Any amount disbursed by Bank pursuant to this Paragraph 7, with interest thereon, at the rate applicable under the Note and Loan Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Bank to incur any expense or take any action hereunder, and inaction by Bank shall never be considered a waiver of any right accruing to Bank on account of any provision in this paragraph.

8. Inspection. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

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- 11. Forbearance by Lender Not a Waiver. Any forbearance by Bank in exercising any right or remedy afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Bank to protect the security of this Mortgage, as authorized by Paragraph 7 including but not limited to the procurement of insurance, the payment of taxes or other liens, rents or charges, or the making of repairs shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective heirs, legatees, devisees, successors and assigns of the Bank and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Loan Agreement (a) warrants his interest in the property to Lender and his release of homestead rights and (b) agrees that Bank and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Loan Agreement without Bank's consent and without releasing the Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by hand delivery or by mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by certified mail to Bank's address as stated herein or to such other address as the Bank may designate by notice to Borrower as provided herein. Any notice to Borrower shall be effective on the date of delivery if hand delivered, or 3 days after the date of mailing shown on any proof of service by mail.
- 15. Governing Law; Severability. This Mortgage shall be governed by Federal Law and the law of Illinois. In the event that any provision or clause of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and 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 the 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.
- 16. Borrower's Copy. Borrower shall be given a copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after recordation hereof.
- 17. Transfer of the Property or of a Beneficial Interest in Mortgage. It shall be an immediate default hereunder if, without the prior written consent of Bank, which consent shall be granted at Bank's sole discretion, Borrower shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (collectively "Transfer") of the Property or any part thereof or interest therein (or if all or a portion of the beneficial interest of Mortgage is transferred when Mortgagor is not a natural person). In the event of such default, Bank may declare the entire unpaid balance, including interest, immediately due and payable, provided, however, that the foregoing provisions of this Paragraph 17 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Bank if exercise is prohibited by Federal Law as of the date of this Mortgage.
- Upon exercise of this option, Bank shall give Borrower notice of acceleration. This notice shall provide a period of not less than 14 days from the date of service of the notice (as defined in Paragraph 14 hereof) within which Borrower must pay or cause to be paid all sums secured by this Mortgage. Upon failure to pay or cause to be paid said sums prior to the expiration of said 14 day period, Bank may invoke any remedies permitted by this Mortgage without any further notice or demand on Borrower.
- 18. Default; Acceleration.
 - (a) "DEFAULT" means any one or more of the following events, conditions or acts: (i) failure by the Mortgagor to make timely payment of any amount due under the Note secured hereby; (ii) failure by the Mortgagor, or any Guarantor to make any timely payment of any other indebtedness due the Bank when due; (iii) failure of Mortgagor or Guarantor to comply with any of the terms of any other Collateral Documents executed to secure the Note; (iv) falsification in any material respect at any time of any statement, application or agreement furnished to the Bank by the Mortgagor, or any Guarantor; (v) failure of the Mortgagor or any Guarantor, after request, to furnish the Bank with additional or periodical financial statements as required from time to time; (vi) insolvency of the Mortgagor or any Guarantor, or the inability of the Mortgagor or any Guarantor to pay debts as they mature; (vii) any admissions, either verbally or in writing, by the Mortgagor or any Guarantor of the inability to pay debts as they mature; (viii) proceedings in bankruptcy, or for reorganization of the Mortgagor or any Guarantor, or for the readjustment of any of their respective debts, under the Bankruptcy Act, as amended, or any part thereof, or under any other Laws, whether state or federal, for the relief of debtors, now or hereafter existing, shall be commenced by the Mortgagor or any Guarantor, or shall be commenced against the Mortgagor or any Guarantor and shall not be discharged within twenty (20) days of their commencement, or the Mortgagor shall have procured, permitted or suffered, voluntarily or involuntarily, any creditor to obtain, or be permitted herein upon all or any substantial part of its property; (ix) a receiver or trustee shall be appointed for the Mortgagor or any Guarantor for any substantial part of its respective assets, or any proceedings shall be instituted for the dissolution or the full or partial liquidation of the Mortgagor, and such receiver or trustee shall not be discharged within twenty (20) days of their commencement; (x) any creditor of the Mortgagor or any Guarantor securing any judgment, attachment, execution or levy against the Mortgagor or any Guarantor or against the property of the Mortgagor or any Guarantor in an aggregate amount which is in excess of \$5,000.00 and which is not paid, discharged, released, bonded, stayed or appeal or otherwise fully satisfied within a period of thirty days from its entry; (xi) death or incompetency of any Guarantor; (xii) failure of the Mortgagor or any Guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish additional Collateral immediately upon request from the Bank when the Bank, in its good faith, shall deem itself insecure; (xiii) dissolution of the Mortgagor or any Guarantor whether by voluntary or involuntary action; (xiv) failure of the Mortgagor or any Guarantor, after request, to furnish the Bank with signed financial statements, amendments thereto or continuation statements or documents of assignment, within three business days from the date of notification by Bank that these documents must be signed; (xv) release or impairment of the enforceability of this Mortgage; or (xvi) the Mortgage herein acquires a priority other than a first or second lien upon the property.
 - (b) In the event of a default, then:
 - (1) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, from the date of the first of any such defaults, unless a period of notice is specified in the Note; and
 - (2) Mortgagee may immediately foreclose this Mortgage. The foreclosure in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether or not the same shall be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the mortgage hereby secured is made), for the benefit of the Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make any other necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree; and Bank shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including without limitation, reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports all of which shall become additional indebtedness secured by this Mortgage.
- 19. Borrower's Right to Reinstate. Notwithstanding Bank's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued within the time frame set forth in Illinois Revised Statute, Chapter 95, Section 57, (1985), if: (a) Borrower pays Bank all sums which could 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 Bank in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Bank's remedies as provided herein, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Bank may reasonably require to assure that the lien of this Mortgage, Bank'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. Borrower shall be permitted to cure only once in each five years as provided in Illinois Revised Statutes Chapter 95, Section 57, (1985).
- 20. Assignment of Rents; Appointment of Receiver; Bank In Possession. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property. Upon acceleration pursuant to the terms hereof, or abandonment of the Property, and without further notice to Borrower, Bank shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Said receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All rents collected by Bank 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. Bank and the receiver shall be liable to account only for those rents actually received.
- 21. Time of Essence. Time is of the essence of this Mortgage, the Note and the Loan Agreement.
- 22. Release. Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage.
- 23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
- 24. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally terminated so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.
- 25. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 18. If Bank exercises this option, Bank shall take steps specified in the second paragraph of Paragraph 17.
- 26. Home Improvement. Borrower shall fulfill all of his obligations under any home rehabilitation, improvement, repair, or other loan agreement which the Borrower may enter into with Bank. Bank, at Bank's option, may require Borrower to execute and deliver to Bank, in form acceptable to Bank, an assignment of any rights, claims or defenses which Borrower may have against the parties who supply labor, materials or services in connection with improvements made to the property.
- 27. Future Advances. This Mortgage secures all Loans made and indebtedness outstanding under the Loan Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Loan Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Loan Agreement, to the extent of the Credit Limit shown in the Note and Loan Agreement, plus all other amounts owing under the Loan Agreement and/or secured by or which may be secured by this Mortgage.
- 28. Authority to Sign, if Corporation. The execution of this Mortgage has been duly authorized by the Borrower's board of directors.
- 29. The terms and conditions of all riders attached hereto are expressly incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Waukegan, Illinois.

BORROWER

Stephen & Helen Mullins

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JUL 20 PM 2:40
STATE OF ILLINOIS

COUNTY OF Cook } ss.

I, Janice Watkins, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen & Helen Mullins personally known to me to be the same person S whose name S are (is/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.

GIVEN under my hand and notarial seal this 24th day of May, 1988.

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- 11. **Forbearance by Lender Not a Waiver.** Any forbearance by Bank 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. Any acts performed by Bank to protect the security of this Mortgage, as authorized by Paragraph 7 including but not limited to the procurement of insurance, the payment of taxes or other liens, rents or charges, or the making of repairs shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective heirs, legatees, devisees, successors and assigns of the Bank and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Loan Agreement (a) warrants his interest in the property to Lender and his release of homestead rights and (b) agrees that Bank and any other Mortgagee hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Loan Agreement without Bank's consent and without releasing the Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. **Notices.** Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by hand delivery or by mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by certified mail to Bank's address as stated herein or to such other address as the Bank may designate by notice to Borrower as provided herein. Any notice to Borrower shall be effective on the date of delivery if hand delivered, or 3 days after the date of mailing shown on any proof of service by mail.
- 15. **Governing Law; Severability.** This Mortgage shall be governed by Federal Law and the law of Illinois. In the event that any provision or clause of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and 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 the 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.
- 16. **Borrower's Copy.** Borrower shall be given a copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after recording hereof.
- 17. **Transfer of the Property or of a Beneficial Interest in Mortgagor.** It shall be an immediate default hereunder if, without the prior written consent of Bank, which consent shall be granted or withheld at Bank's sole discretion, Borrower shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (collectively "Transfer") of the Property or any part thereof or interest therein (or if all or a portion of the beneficial interest of Mortgagor is transferred when Mortgagor is not a natural person). In the event of such default, Bank may declare the entire unpaid balance, including interest, immediately due and payable, provided, however, that the foregoing provisions of this Paragraph 17 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Bank if exercise is prohibited by Federal Law as of the date of this Mortgage.
Upon exercise of this option, Bank shall give Borrower notice of acceleration. This notice shall provide a period of not less than 14 days from the date of service of the notice (as defined in Paragraph 14 hereof) within which Borrower must pay or cause to be paid all sums secured by this Mortgage. Upon failure to pay or cause to be paid said sums prior to the expiration of said 14 day period, Bank may invoke any remedies permitted by this Mortgage without any further notice or demand on Borrower.
- 18. **Default; Acceleration.**
 - (a) "DEFAULT" means any one or more of the following events, conditions or acts: (i) failure by the Mortgagor to make timely payment of any amount due under the Note secured hereby; (ii) failure by the Mortgagor, or any Guarantor, to make any timely payment of any other indebtedness due the Bank when due; (iii) failure of Mortgagor or Guarantor to comply with any of the terms of any other Collateral Documents executed to secure the Note; (iv) falsification in any material respect at any time of any statement, application or agreement furnished to the Bank by the Mortgagor, or any Guarantor; (v) failure of the Mortgagor or any Guarantor, after request, to furnish the Bank with additional or periodic financial statements as required from time to time; (vi) insolvency of the Mortgagor or any Guarantor, or the inability of the Mortgagor or any Guarantor to pay debts as they mature; (vii) any admissions, either verbally or in writing, by the Mortgagor or any Guarantor of the inability to pay debts as they mature; (viii) proceedings in bankruptcy, or for reorganization of the Mortgagor or any Guarantor, or for the readjustment of any of their respective debts, under the Bankruptcy Act, as amended, or any part thereof, or under any other Laws, whether state or federal, for the relief of debtors, now or hereafter existing, shall be commenced by the Mortgagor or any Guarantor, or shall be commenced against the Mortgagor or any Guarantor and shall not be discharged within twenty (20) days of their commencement, or the Mortgagor shall have procured, permitted or suffered, voluntarily or involuntarily, any creditor to obtain, or attempt to obtain, or be permitted herein upon all or any substantial part of its property; (ix) a receiver or trustee shall be appointed for the Mortgagor or any Guarantor for any substantial part of its respective assets, or any proceedings shall be instituted for the dissolution or the full or partial liquidation of the Mortgagor, and such receiver or trustee shall not be discharged within twenty (20) days of their commencement; (x) any creditor of the Mortgagor or any Guarantor securing any judgment, attachment, execution or levy against the Mortgagor or any Guarantor or against the property of the Mortgagor or any Guarantor in an aggregate amount which in excess of \$5,000.00 and which is not paid, discharged, released, bonded, stayed, on appeal or otherwise fully satisfied within a period of thirty days from its entry; (xi) death or incompetency of any Guarantor; (xii) failure of the Mortgagor or any Guarantor to pledge or grant, or cause to be pledged or granted to the Bank a continuing security interest in the Collateral, or to furnish additional Collateral immediately upon request from the Bank when the Bank, in its good faith, shall deem itself insecure; (xiii) dissolution of the Mortgagor or any Guarantor whether by voluntary or involuntary action; (xiv) failure of the Mortgagor or any Guarantor, after request, to furnish the Bank with signed financial statements, amendments thereto or continuation statements or documents of assignment, within three business days from the date of notification by Bank that these documents must be signed; (xv) release or impairment of the enforceability of this Mortgage; or (xvi) the Mortgage herein acquires a priority other than a first or second lien upon the property.
 - (b) In the event of a default, then:
 - (1) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, from the date of the first of any such defaults, unless a period of notice is specified in the Note; and
 - (2) Mortgagee may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether the same shall be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which this Mortgage is made), for the benefit of the Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption, the receiver, out of such rents, issues and profits when collected, may pay costs incurred in the maintenance and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make any repair or any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Bank shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including without limitation, reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports all of which shall become additional indebtedness secured by this Mortgage.
- 19. **Borrower's Right to Reinstate.** Notwithstanding Bank's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued within the time frame set forth in Illinois Revised Statute, Chapter 95, Section 57, (1985), if: (a) Borrower pays Bank all sums which could 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 Bank in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Bank's remedies as provided herein, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Bank may reasonably require to assure that the lien of this Mortgage, Bank'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. Borrower shall be permitted to cure only once in each five years as provided in Illinois Revised Statutes Chapter 95, Section 57, (1985).
- 20. **Assignment of Rents; Appointment of Receiver; Bank In Possession.** As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property. Upon acceleration pursuant to the terms hereof, or abandonment of the Property, and without further notice to Borrower, Bank shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Said receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All rents collected by Bank or the receivership 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. Bank and the receiver shall be liable to account only for those rents actually received.
- 21. **Time of Essence.** Time is of the essence of this Mortgage, the Note and the Loan Agreement.
- 22. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage.
- 23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.
- 24. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.
- 25. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Paragraph 18. If Bank exercises this option, Bank shall take steps specified in the second paragraph of Paragraph 17.
- 26. **Home Improvement.** Borrower shall fulfill all of his obligations under any home rehabilitation, improvement, repair, or other loan agreement which the Borrower may enter into with Bank. Bank, at Bank's option, may require Borrower to execute and deliver to Bank, in form acceptable to Bank, an assignment of any rights, claims or defenses which Borrower may have against the parties who supply labor, materials or services in connection with improvements made to the property.
- 27. **Future Advances.** This Mortgage secures all Loans made and indebtedness outstanding under the Loan Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Loan Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of this Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Loan Agreement, to the extent of the Credit Limit shown in the Note and Loan Agreement, plus all other amounts owing under the Loan Agreement and/or secured by or which may be secured by this Mortgage.
- 28. **Authority to Sign, if Corporation.** The execution of this Mortgage has been duly authorized by the Borrower's board of directors.
- 29. The terms and conditions of all riders attached hereto are expressly incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Waukegan, Illinois.

BORROWER

Stephen H. Mullins
Helen G. Mullins

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 JUL 20 PM 2:40

88320349

STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, Janice Watkins, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen & Helen Mullins personally known to me to be the same persons whose names are (is/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.

GIVEN under my hand and notarial seal this 24th day of May, 1988.

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15.00

MORTGAGE

88320349

THIS MORTGAGE is made this 24th day of May, 1988 between
Stephen & Helen Millins ("Borrower")

and THE FIRST NATIONAL BANK OF WAUKEGAN, a national banking corporation, with offices at One South Genesee Street, Waukegan, Illinois 60085 ("Bank").

WITNESSETH, that:

Borrower is indebted to Bank in the maximum principal sum of One hundred twenty four thousand eight hundred
dollars and no/100-----DOLLARS (\$ 124,800.00), ("Principal"),
or the aggregate amount of all Advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement and Disclosure Statement ("Loan
Agreement") between Bank and Borrower of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Home
Equity Line of Credit Variable Interest Rate Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the principal
balance of the indebtedness and all outstanding interest and charges, if not sooner paid or required to be paid pursuant to the Loan Agreement and Mortgage,
due and payable five (5) years from the date of this Mortgage. Said Note obligates Borrower to repay, with interest, any and all present and future indebtedness
of Borrower for loans and financial accommodations at anytime hereafter made or extended up to the Principal. The Note and the Loan Agreement are incorporated
herein by reference and have the same meaning as such term as defined in Section 1.1979

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Property Address); and the permit, or index number of:

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully sole owner 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior lien and/or mortgage from Borrower only to

dated _____ and recorded as document number _____

The Borrower has the right to prepay the principal amount outstanding on the Note, in whole or in part, at any time during the term thereof, without penalty.

COVENANTS. Borrower and Bank covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, together with all other charges imposed under the Loan Agreement.
2. **Funds for Taxes and Insurance.** Upon execution of this Mortgage, Borrower shall advance to Bank the existence and currency of an insurance and real estate tax reserve as described below, which may be on deposit with Borrower's first mortgage lender. If such a reserve has not been established, and subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly installments of principal and/or interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

Upon payment in full of all sums secured by this Mortgage, Bank shall promptly refund to Borrower any Funds held by Bank. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sum secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Bank under the Note, the Loan Agreement and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgage, then to any sums advanced by Bank to protect the security of this Mortgage, then to any sums chargeable under the Loan Agreement, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges, Liens.** Borrower shall fully and timely perform all of the Borrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower represents that this is a valid second mortgage and that there is only one other lien on the Property prior to this Mortgage constituting a first mortgage on the Property.

Borrower shall cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided in Paragraph 2 hereof, or if not paid in such a manner, by Borrower making payment, when due, directly to the taxing or assessing authorities. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank receipts evidencing such payments.

Any act or omission of Borrower which, with the giving of notice or the passage of time, would constitute a default under any other encumbrance, or under any ground lease to which this Mortgage is subordinate, shall be a default under this Mortgage. Borrower shall promptly deliver to Bank all notices provided of any defaults or events of default under any prior encumbrance or ground lease. Borrower shall also keep the Property free from mechanic's or other liens not expressly subordinate to the lien hereof.

Borrower shall also pay or cause to be paid when due all water, sewer and other charges, fines and impositions attributable to the Property which may gain priority over this Mortgage, and provide satisfactory evidence of said payment immediately after their due date.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as the Bank may require. Borrower shall maintain Hazard Insurance for the term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (a) the maximum insurable value of the Property or (b) the maximum amount of the line of credit evidenced by the Note and secured by this Mortgage, plus the amount of any obligation secured in priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to the Bank and shall include a standard mortgage clause acceptable to the Bank and shall provide for thirty (30) days written notice to Lender prior to cancellation or material change in coverage. Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The bank 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 that has or appears to have priority over this Mortgage, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Borrower abandons the Property, or if Borrower fails to respond to Bank within 30 days from the date of notice as mailed by Bank to Borrower that the insurance carrier offers to settle a claim, Bank is authorized to collect and apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If under Paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** 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 if this Mortgage is on leasehold. Borrower shall promptly restore or rebuild any buildings or improvements now or hereafter on the property which may become damaged or destroyed. Borrower shall comply with all requirements of law or municipal ordinances with respect to the use, operation and maintenance of the property, and shall make no material alterations in said property except as required by law or municipal ordinance, or otherwise without the prior written consent of Bank. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or 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 hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disbursement such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' fees, entry upon the property to make repairs, full or partial payment or discharge of prior encumbrances, payment, settling or discharge of tax liens, payment of ground rents (if any), and procurement of insurance. Bank, in making said authorized payments of taxes and assessments may do so in accordance with any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the same or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2 hereof, or if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier.

Any amount disbursed by Bank pursuant to this Paragraph 7, with interest thereon, at the rate applicable under the Note and Loan Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Bank to incur any expense or take any action hereunder, and inaction by Bank shall never be considered a waiver of any right accruing to Bank on account of any provision in this paragraph.

8. **Inspection.** Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. **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 for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank, subject to the terms of any mortgage, deed of trust or other security agreement

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