

UNOFFICIAL COPY

MORTGAGE

(COMMERCIAL ADJUSTABLE RATE)

88397569

THIS MORTGAGE is made by and between DAVID A HUDSON, Divorced and not since remarried
(herein "Borrower"), and Wells Fargo Credit Corporation
whose address is P. O. Box 34054 Phoenix, AZ 85067 (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 CITY of CHICAGO County of COOK State of Illinois

LOT 229, EXCEPT THE SOUTH 12.15 FEET THEREOF, AND ALL OF LOT 230 IN BRITIGAN'S WESTFIELD, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88397569

Permanent Parcel No.: 20-31-222-016

which has the address of 8153-55 SOUTH PAULINA
CHICAGO, IL 60620 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements 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 alleys 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 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 (or the leasehold 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 Agreement 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 indebtedness evidenced by a Note of even date herewith in the principal sum of U.S. \$ 108,000.00, with interest as stated hereon, the principal balance of the indebtedness, if not sooner paid due and payable on August 15, 1989, 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. Specially and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach 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 record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide 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:

PRINCIPAL	AGREED RATE OF CHARGE
\$ 108,000.00	11.200% per year

T.I. 243912 / CF 2 60

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

INCREASES OR DECREASES IN AGREED RATE OF CHARGE. Borrowers agree that the Agreed Rate of Charge shown above shall be in effect until the initial adjustment date as herein defined. On the adjustment dates the Agreed Rate of Charge is subject to increase or decrease. The "adjustment dates" of this loan are on the August 25, 1993, and on that date every 12th month thereafter. Beginning with the initial adjustment date, the Agreed Rate of Charge will be based on an "Index". The Index on this loan will be the weekly average yield of U.S. Treasury securities adjusted to a constant maturity of 5 year(s). On the adjustment date the new Agreed Rate of Charge will be calculated by adding 2.810%, which is the "rate spread", to the Index, as determined during the second week preceding the week in which the adjustment date occurs, as fixed by the statistical release 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 equal the index rate plus the rate spread truncated to the second decimal point. Thus, on the initial adjustment date, the new rate of charge will be equal to the rate spread plus the index rate, which may be an increase or decrease from the initial agreed rate of charge shown above. For example, if after the initial adjustment date 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 new 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 except for the initial Agreed Rate of Charge shown above. If the box in front of the Limitation on Changes paragraph is checked, the Agreed Rate of Charge, except the initial 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.

LIMITATION 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 1.00% at the time of any one adjustment, or by more than 2.00% during the term of this loan.

PREPAYMENT PENALTY: If this loan is paid in full during one of the time periods set forth below, Borrowers agree to pay a Prepayment Penalty. Such Prepayment Penalty shall be in an amount equal to the percentage of original Principal listed below as being applicable to the period during which the prepayment occurs:

5.00	% if prepaid on or before	09/25/93	but on or before	09/25/90
3.00	% if prepaid after	09/25/93	but on or before	09/25/91
1.00	% if prepaid after	09/25/90	but on or before	

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, then to interest payable on the Note, then to other charges payable under the Note, and then to the principal of the Note.

3. **PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES, LIENS.** 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, assessments, and other charges, fines, and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of trust) on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payments.

4. **HAZARD INSURANCE.** Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of: (a) the maximum insurable value of the Property; or (b) the amount of the credit secured by this Mortgage plus the outstanding amount 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 and 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, makes the premium payment directly. Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within 10 calendar days after issuance.

ORIGINAL

LAH

88397569

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Handwritten initials/signature

9. BORROWER NOT RELEASED FROM LIABILITY FOR PAYMENT OF THE MORTGAGE... Borrower's default under this Mortgage or the Note...

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...

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.

6. PROTECTION OF LENDER'S SECURITY... If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Note or if any action or proceeding is commenced which affects Lender's interest in the Property...

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS... Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees, or regulations...

4. REPAIRS AND RESTORATION... If the Property is damaged or destroyed, shall not commit or permit the repair or restoration of any improvements on the Property which may be damaged or destroyed...

3. ACQUISITION... 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.

2. INSURANCE... Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

1. GENERAL COVENANTS... Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

695126388

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(1)

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); (4) Borrower dies or changes his or her marital status and transfer, 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; (8) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage evidencing Note or whose lien has or appears to have any priority over the lien hereof (the grace period), or any other creditor of Borrower attempts to (or actual 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 period shall prevail).

a. Notice and Grace Period. An Event of Default will occur under this Mortgage upon the expiration of the applicable grace periods, 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 of the applicable 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 11:59 p.m. Central Time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur upon the giving of the above notice. Such notice shall 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.

15. EVENTS OF DEFAULT

14. REMEDIES CUMULATIVE. Lender shall 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.

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

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 limit 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.

11. NOTICES. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower for 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 such address as Lender may designate by written notice to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) as provided in this Mortgage. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand 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.

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 paragraph 16 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 encumber that Borrower's interest in the Property under the lien and terms of this Mortgage and to release nonvested 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 Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

85397569

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/1

Lender or Lender's agent.

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 such 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.

22. TIME OF ESSENCE. Time is of the essence of this Mortgage and the Note.

21. INCORPORATION OF TERM. All of the terms, conditions, and provisions of the Note are by this reference incorporated in this Mortgage as if set forth in full. Any Event of Default under the Note shall constitute an Event of Default under this Mortgage without further notice to Borrower.

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.

19. RELEASE. Upon payment and discharge of all debts 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.

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 the 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.

17. ACCELERATION; REMEDIES. Upon the existence of an Event of Default, Lender may, at its sole option, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies 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.

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 clear of the sale or transfer or the promise to sell or transfer, to the transferee's assumption of the outstanding obligation under the Note on terms satisfactory to Borrower from any of its obligations under the Note and Mortgage, and Borrower shall assume the status of the transferee of the Note and in full. Borrower understands that Lender will not permit the assumption of the outstanding balance plus accrued interest and other charges due to be immediately due and payable (see paragraph 17 of this Mortgage), unless (a) Borrower has submitted to Lender a written acknowledgment from the transferee that the transferee has received such interest and other charges and that Lender's security interest related to 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, (b) Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthiness of the transferee as if a new loan were being made to the transferee, and (c) 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 Borrower shall retain the right to repay the Note before the Due Date, in whole or in part, at any time without premium or penalty.

16. TRANSFER OF THE PROPERTY. If the borrower, or beneficiary of a Trust, if any, sells, conveys, assigns, transfers, or promises or contracts to sell, convey, assign, or transfer, 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 the transferee, including without limitation sale or transfer in any proceeding for foreclosure or judicial sale of the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, 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 amount 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 or such acceleration shall constitute an Event of Default.

86397569

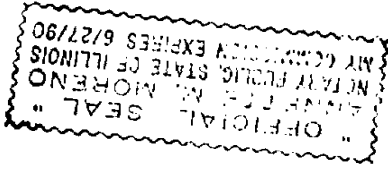
UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

WELLS FARGO CREDIT CORPORATION
P. O. Box 89073
Schaumburg, IL 60159-0073

Wells Fargo Credit Corporation
P. O. Box 34054
Phoenix, Arizona 85067



This instrument prepared by: When Recorded Return to:

My Commission Expires: 6/27/90

Notary Public

Ernest M. Moreno

The foregoing instrument was acknowledged before me this date by *DAVID A HUDSON*

August 25, 1988

COUNTY OF *Cook County*

STATE OF ILLINOIS

69397569

Property of Cook County Clerk

88397569

REC-11 14111 1988 08/23/88 12:52-00
60705 8 2 4-34-347569
COOK COUNTY CLERK

Date:

Date:

DAVID A HUDSON

David A. Hudson

IN WITNESS WHEREOF, Borrower has executed this Mortgage

masculine gender includes the feminine and or neuter, and the singular number includes the plural. limit, or describe, the scope or amount of this Mortgage. In this Mortgage, whenever the context so requires, the

27. CAPTIONS The captions of this Mortgage are for convenience and reference only. They in no way define, thereon at the default interest rate.

26. EXPENSE OF LITIGATION. In any suit 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' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances 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 Mortgage, 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.

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 hinder 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 marshalled upon any foreclosure of lien 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 or 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.

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 laws, so as to affect the taxation of interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

UNOFFICIAL COPY

Property of Cook County Clerk's Office