2nd mortgage

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Heritage Olympia Bank 195 Olympia Plaza Chicago Heighte, II. 60411

WHEN RECORDED MAIL TO:

Heritage Olympia Bank 195 Olympia Plaza Chicago Heights, 1L 60411

SEND TAX NOTICES TO:

Heritage Olympia Bank 195 Olympia Plaza Chicago Heights, IL 60411 89240597

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MAY 10, 1989, between JAMES D. DOLCI and MARILYN A. DOLCI, HIS WIFE, whose address is 726 FITZHENFLY COURT, GLENWOOD, IL 60425 (referred to below as "Grantor"); and Heritage Olympia Bank, whose address is 195 Olympia Plaza, Chicago Heights, IL 60411 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender at of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, roralites, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 733 IN WOODGATE GREEN UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as #1.50 WOODGATE DRIVE, MATTESON, IL 60443. The Real Property tax Identification number is 31-17-204-030-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortage:

Borrower, The word "Borrower" means JAMES DOLCI.

Grantor. The word "Grantor" means any and all persons and entities executing this Morigage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by untract or law.

Guarantor. The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommission parties.

Improvements. The word "improvements" means and includes without limitation all existing and future increases, fixtures, buildings structures, mobile homes affixed on the Real Property, facilities, additions and similar construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amount a pended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this increase, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Heritage Olympia Bank, its successors or assigns. The Lender is the mortgage under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or gredit agreement dated May 10, 1989, in the original principal amount of \$75,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 11,500% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate equal to the index, subject however to the following maximum rate, resulting in an initial rate of 11,500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than (except for any higher default rate shown below) the lesser of 25,000% per annum or the maximum rate allowed by applicable law. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Heal Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Morigage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promiseory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in

REI Title Services # 1/5 - 104/10 B

UNOFFICIAL COPY CONTRACTOR OF THE CONTRACTOR OF THE COPY OF THE CO

Holis, griffi, japak Basik 130 **G**iganou Pesta K**uhung**a Hegate, III. 300 F

THEY RECORDED MAIL TO:

Hentaga (kyingla Bank 198 Divecus Kross Wikengo Helgine, K. hatel

SEND TAX NOTICES TO:

taarisega Gryogsia Gone 182 Organiet De.a Gorgana eesqirta E. alki t

465900 zec

SPACE ABOVE THIS LIBE IS FOR RECORDER'S USE CHILY

MORTCAGE

ede atom en el en el en el en el ente delta <mark>em lames de d'Olo e</mark> ne marke. Yn antene 183 1841, chese en el entene Charte el entre el en el en el en el el el en el en en en el en
ag estabath ea wellad or ne and protest at perturbe standing the standard balance and a substantial party of the
of the efficient of sequences and objects of supprogrammed and professional control of the sequence of the seq
ें हिंदी के देश में कि कि अपने के अपने के किया है। किया किया किया किया किया है किया है। जिस्सी किया किया किया क
AND THE THEORY OF THE TENT OF THE STATEMENT AND STATEMENT AND THE THE BUTTON OF PART OF THE PARTY AND THE PARTY OF THE PAR
te i skrije i je je je jedi - i islovatenovij igova is sta pooceste pous, materalik, coma. (ne smi popiev Ende samene i onice
a comprome some the complete of the first and infragility at form in the Practice of the finite does no floresty had a few and the finite does not flore the first of the complete flow of the complete flow.
to the state of th
in the control of the
Tieren in der verscheiten der seine der seine der parteile parteile der beneuer der von der der der der der de Kontrolle der verscheiten der der der der verscheiten der
The state of the contraction of the contraction of the property of the contraction of the
An existif from the Intermedial spine existed from gravities the majorites for the first from the state of the second sec
To come and a second second point in the second of this property have a form of the second second of the second second of the second second of the second se
to have the first tree frages with the best as mentalized of assignic. The binder is the mentages find Mongary
gar die troi demongline de nederall auring nedimen bijn ontroi. Dan hijnind van de green de eer eer geer eer e De geer gegroep eer eer gevoor de eer ge
to tombers regretive lendplop with in .0500 per pull bound dound thought agent one of the original reflection and or other control of
The confidence of any new season of a new position of a new new supplies the confidence of the confide
san permedical transcondenses a transmise media e cida ano as as as successivada de cida a cida como productiva de cida e cida como productiva de cida e cid
the property of the control of the property was the property and the Engine Property of the control of the property of the control of the con
and the second three the second and as soon the design that the second second is the second to the second second the second seco
med offennishing times, poster greatering to neithfull mother standard the mean characteristics are successful to the standard production and the dependence of the standard production and the standa

connection with Borrower's indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MUNTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor risk maintain the Property in tenantable condition and promptly perform all repairs and maintenance necessary to preserve its value.

Hazardous Substances. The terms hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et 8-90, ("CERCLA"), the Superlund Amendmenta and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Feorral laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any a must or threatened lidgation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledge or by Lender in writing. (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on. under, or about the Property and (II) any such activity shall be concluded in compliance with all applicable federal, state, and local laws. regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and test po Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by lander shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Gram'or or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes a tible for cleanup or other costs under any such laws, and (b) agrees to Indemnify and hold harmless Lender against any and all claims, to see, "abilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Granton's ownership or interest in the Property. whether or not the same was or should have been known to Grantor. The provisions of this scution of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any suipping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demoilsh or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactor; to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, tand contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender If exercise is prohibited by federal law or by illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges

·17号(新安)。27号

UNOFFICIAL COPY

(Confined)

the most fell, gods released that for both the most in-AND SERVICE COMPANY OF THE CONTROL OF THE PROPERTY OF THE COMPANY OF THE COMPANY OF THE PROPERTY OF THE PROPER THE CONTROL OF THE CO ida we ega yane a leng a leng ili iliyare a leng. Masilara kale din negali yeraliba ne wilan yel galisma a sabab Sababara ke tarangsa kambaran sababat ina mara a a tagi dinekasan sabanda sa galismisma sababa salar, por menor, por bor mula completa para libraj politica a metro, se ancestrante i primito en la casa como como and the first things of the extension of the contragraph of the contragration of the contragrant of the contragrant महार प्रकार का एका का एक वार प्राप्त के एक प्राप्त के विकास के लिए के लिए के लिए के लिए के एक प्राप्त के प्राप्त วิทยาก และเล่นที่ ที่ที่ที่ที่ที่สายสารใช้ เลือน กลาวั<mark>นทากกา</mark>ก เพลาวันการเกิดแล้ว 55 . Sec. Signification of the first of ्रमुक्ता प्रदेश के के कि के ब्राह्म के अपने कर्ता करते हैं। विकास करते हैं कि करते हैं कि कि कि कि कि कि कि कि रामा हो प्रकारका राज्य नेपरीयक्षा कि उपकर्ता को प्राप्त केवान केवान केवान है हुए कुछ की विवास के लिए के उस कर क ्र प्रदेश हैं है जिल्लाम एक प्रेम्पूरिका क्षेत्रेस्वपृष्ट किया के क्षेत्रिकों है क्षेत्र किया किया किया है कि अ go a partir son man makamenga disebadi tadi sempa man, an ila disebana dina mangambana an an ilah mengan merip THE STATE OF THE S and the first of the market of personal terms and the temperature and the first framety and temperatures of the es pro<mark>ngely prodportant black acett gada (diskiptu</mark>na tod gada bera a tod acet a cellaria. To 1.04 (1.1) rated in the program of the indicators of the program of the process of the proce र । अने के प्रकास पुरावेद के कि अने के अनुसार का अने कि कि का का का कि कि से सामा करते हैं कि का कि अपने कि अन The first part of the content of the content of the part of the second of the content of the con on a longer group only been to broad and such pathology to the discipline of their morgan day and a Straff province commence of a constitution Section of the section of the section of ्रा, तो अला र अव र and the experience of the contract of $(s_{i+1}, i_{i+1}, s^{i_{i+1}})^{i_{i+1}} = \epsilon_{i+1}$ —Jakorya + Maji d power of the discovery of the measurable schedule to the and the say of the control of the benefit with the The first of the state of the state of the the property bear on the analysis with the The property of the control of the c $\mathbb{P}^{1/2}(\xi, r, r) \underset{t \in \mathcal{T}}{\leftarrow} \sum_{i \in \mathcal{T}} \{ (\xi, r, r, r, r, r) \}$ and the second of the second and the promise of the contract of the second of and it is lookly to be endergrade and a and the second of the second o The first term of the control of the Consideration of the transfer of the test of the confidence of the न में का पूर्व कार्यक करने, जब देव हुए पुराल करने कार्यका कर उन्होंने हैं कि समय करने नाहरू सामित पूर्व कर है gas minima sa triga erd sesse o la crescettimata la cividada Rel bar estrafili. Institutio la 1991 ्रतामा है के अनुस्तरका नहीं के तो अवस्था सम्प्रेसी के स्वार्य करें के स्वार्य के स्वार्य के स्वार्य के स्वार्य och begrupe bottom (1972) och propte ockspager i brett av utbott stabe oversprof grad avvisagt in state (1973) कर्मा है जिस्सी के किया है कि अपने कि किस के सम्बद्ध के उन्हों के स्वादित के किया के किया के किया के किया किया किया के किया के अधिक के भी किया के बीक कि कि किया के किया के किया के किया के किया के किया किया कि किया किया कि कर्म न है। है है के स्वार्त के स्वार्त के स्वार्त के स्वार्त के सिन्दी है के सिन्दी के सिन्दी के सिन्दी के सिन्दी के ं अवस्था भी क्षेत्री कि व कि विवास के समान करते हैं कि कार के किस के अपने कि हैं कि सामित कि के अपने हैं 🦠 हैं के The rest of the contraction of देवत कर के महामें के कार के के में कार का कि पहले महाने कि कहा है। विश्ववाद के कि **कि कि कि** विश्ववाद के कि कि कि Section in देश हुए दूर्मा में अपने हो तरिक में उने एक के bodies हुता क्षांस्थित के हैं जो के अनिस्पाद के में के कि का कि throat planers, as someone, happens trop or resource and a literature of the continues to the continues of the . 4. . attalikasi 1900-lulik oleh kitaligi kasterlik atti serie 1900-lulik dan bertolet oleh <mark>matemata a</mark>n oleh esik koloni there are an a second to be a second as the contract of the co The straight of the straight of the second o (a) The second of the secon A comment of the Artist and spanned makes steel en a transfer in social gas in least retrieve partie all vida in more titler, feldere into the copamical department on the coand yet an interval of the map land, armone is the elegant of a conductive facility for the annex of the control of the map and the annex of the control of कर्त क्रिक क्रिकेट अंकोटक स्थान अवस्थात है। अवस्थानी क्रिक्त क्रिका क्रिका तमक अवस्थित व्यक्तिकार वार्यात क्रि eg l**yandis** kipita sa an ini seba grand State ं सामग्रीकार अप के उनम् । अने मुंतर होती प्रविद्यानी प्रविद्यानी के इस्तान के उनमा अस्तान के सामग्री के अस्तान

rigidad ilingwyr rhann rhainn, ganta tarlaga, daest mart a llagad ta gyrnaideniad it tar a meista i'r rei tenn, a ta reidis a ra

and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not leopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within lifteen (15) days after the lien arises or, if a lien is filed, within lifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insularies. Grantor shall produce and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be carcelled or diminished without a minimum of ten (10) days' prior written notice to Lender,

Application of Proceeds. Grantor chall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of thrice luality. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor chall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such process shall be paid to Grantor.

Unexpired insurance at Sale. Any unexpired insurance shall into to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the later of charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (c) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default on as to ber Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a post of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in the emple, free and clear of all liene and encumbrances other than those set forth in the Real Property description or in any title insurance policy, alle property, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the Lide to the Property against the lawful claims of all persons. In the event any action or proceeding is commerced that questions Grantor's title or the litercat of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mongage.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and afterneys' fees necessarily paid or incurred by Grantor, or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is flied, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of

UNOFFICIAL COPY

การแบบเดิม การและ คายแบบการแบบแบบ แบบการแบบการแบบการแบบการแบบการแบบแบบให้การแบบแบบให้เหลืองแบบการแบบการแบบการแ	Marie Lander	9 x 1 2
(a) Fig. 817 (c) op 1,000 Weigen met gjogen follown i kom gent lend hate hydrogskill die Telen in 12 met de jeding en jedin		and the second of the second o
our en la grand subject de la company de La company de la company d		en de la companya de
n an medikat tig og led i med tide lat gjætt lind til i led tig æt til dømelde ligk tig åt til nitt det lille Sellede til til kommer i jedne sid til sett til til sett i lindstatt i storkt til det etter dette kommer i sid		e e e e e e e e e e e e e e e e e e e
് നിന്നും വരുന്നു വരുന്നു. അത്രായ വരുന്നു പ്രവാഗ നിന്നും വരുന്നു വരുന്നു വരുന്നു. വരുന്നു വരുന്ന വരുന്നു വരുന് പ്രധാനം വരുന്നു പ്രവാഗ പ്രവാശ പ്രവാശ പ്രവാഗം വരുന്നു വരുന്നു അത്രായ വരുന്നു വരുന്നു വരുന്നു. വരുന്നു വരുന്നു വ വരുന്നു പ്രവാശ പ്രവ	$s = s_{(0,1)} = s$	
real feet, that there is a visit of the element of parameter elements to be seen that a mention of a con- tentioning and the local type both and all the elements need to be seen to be befored at some of the All	and the second of the second o	kgazidi kelendi sebergi kelendi 1906-bilan dan dalam 1908-bilan
gur for flesh shad ong politiken i giri. Bengmennin od kravityno ibeaut teshtiftett pisabli (a.d.), o or o i do Resekteur konse od oliver (a.d.). O atheria uit blense geboute grifter elliphinistett (a.d.) o o oliver o o o artigorifterheta (a.d.) o osob tare testinak di kravityk promise osob kita selaga etc. O or o oliver		Control problem Liberton Liberton Green Control
testivo est folia per prome vi peguer la la pandespertation e la companie de la c		TO ENDARGO DE ASTRA
and the state of the control of the property of the analysis of the destruction of the control of the control of	e e e	and the state of t
ent de colapting ou tangent en la 1990. Despita de la controlle de la colaption de despita de la Reigio en la colaboration de l		
in growthern the visit of the Color of the Article Williams of the Williams Indian in the Color of the Color of the Article Williams of the Milliams of the Color	e e	eta e la origina
is the Company of the American Company of the Company of the Company of the American Company of the Company of		eline i de eline eline i de la compania de la comp La compania de la co
an and subserving the second of the second of the second of the second second of the s		
a opulituras principal principal de la completa de Poses para la completa de la completa com esta esta de la completa de la completa de la completa de la completa		e de la companya de l
legt yfferel and in a seem of later to interceed y to you to the later of later yfarget to the common your dates the property of the common to be a seem on the common to be a seed on the common to be a seem on the common to be a seed on		er og skriver i skriver og
Attached a final property of the state of th		
্রাল্যুর স্থান করিছে করিছে । তাল কর্মান করিছে এই ক্রিক্তার করিছে । প্রাণার ক্রিক্তার করিছে । তাল বিধার ক্রিক্ তুলি বিধার বিধার ক্রিক্তার করিছে । তাল বিধার বিধার বিধার করিছে বিধার করিছে । বিধার ক্রিক্তার করিছে । বিধার বিধ		$\frac{\operatorname{ad}_{n} \circ -p^{n}}{\operatorname{constant}}$
place test becognisted dignition original to consect and committed to be state and of the committed of a consect to the consect of the consec	A STATE OF THE STA	
ya Dela 12 19 Selektrania ketakan 12 19 Seria Seria Seria Seria Seria Kalandaria Seria Seria Seria Seria Seria Seria na ndan 18 gantaria ketapat seria Seria Seria Serian ketakan tendan dan tendan tendas Seria Seria Seria Seria Seria Nasa Seria Seria Seria Seria Seria Seria Seria Seria Seria Mendena Mendena Mendena Seria Seria Ser	San J. Maria de Carlos de C Altro de Carlos de	
respondent for a many respective executation of districtly property and districtly districtly and an expensive executation of the state	· · · · · · · · · · · · · · · · · · ·	The second of th
to the control of the control of the Property area and the control of the control	Angel California	
tan duri de nombre ben sy de estrar med del se verige Al de la brouve les A l disper entes estre les ses les ses	',0	the transfer
n, bouest nearest teather of the first main picking representations of near the against an expension of the con- capture than paragraph at property of the paragraph of the conference of the paragraph of the capture of the con-		lander were det nich dewijke der die erwickliche
ত্ব বিষয়ে কৰিছে বিষয় বিষয়ে কৰিছে বিষয়ে এই প্ৰতিষ্ঠানিক কৰিছে কৰিছে কৰিছে কৰিছে কৰিছে কৰিছে কৰিছে বিষয়ে কৰ কৰিছে কৰিছে কৰিছে বিষয়ে বিষয়ে কৰিছে বিষয়ে বিষয়ে কৰিছে কৰিছে কৰিছে কৰিছে কৰিছে কৰিছে কৰিছে কৰিছে বিষয়ে কৰি		
art gang Nagara tigget personaganang dagai senghang naga kari keti adi naga nag in tahulik di Samas er di Sterik d		
ាយ បានបានមានជាតិ មិន <mark>មិន ស្ថានប្រជាជាមាន មាន បានបាន</mark> ថា សំពេស មិន ស្ថានបានបានប្រជាជាមិន ស្ថិត ប្រសាណ នៃ ស្ត្រីស្ថាន ១ - ១០១១ ១១១ មានមេសាស នៃ មិនបាន មិន មិន មិន មិន ស្រាស់ ស្	en de la companya de La companya de la co	area and the property of the p
अवन्ति प्रतिकामित्रक राजावान के संबंध विविध्यान प्रतिकार की स्थान के विविध्यान के स्थान के विविध्यान के विविध्य जन्म		te e filosofia Ligados filosofia Ligados de esta de esta e
and the common terms of thing Programs see in place of a new bose agreement	·	1 (148 albayan)
rom met kalakutelli, pl. 1900 telepisektyrek sistimekantat bilget antitusel selepaktyrek telepise tantili est d Helimokanak kisikelli isi sistemak kalaminak kinak ingan eren talak kalakutel ingan isi telepak ili sistemak s		
general process and the process of t		
anggraden som en godern det med generalen generalen en en en granne en <mark>distribution</mark> i der det en en en en en e De med en granne generalen generalen som det generalen generalen det det de granne generalen blever en en en e		
रहत्त । त्राचे के कार्यात, राज्य । प्रकार त्रिक्ष का स्थाप कार कारण , त्रीवाहर के पूर्व का सम्प्रा <mark>विद्याम् कार्य स</mark> व त्राव क्षेत्रकार होते हैं । प्रकार त्रीतिक क्षेत्रकार कार्यात के सम्बद्ध में सम्बद्ध की सम्बद्ध की स्थापकार क	1 1	
end production of the participation of the content of the participation of the participation of the content of	100 (4.10 (4.10 + 1.10	ing katalong palagger. Pagalong
and Mark Bord and a second and the second of the second and the schools had sell and the second of t		en and the second
Table Manager in the contract of the contract		in the part of the second of t

रत हैं की मान पूर्व के प्रत्या के संदर्भियार की स्वापन हैं के उन्हें की को उन्हें की की किया वर्ष स्वीतिक किया

the indebtedness secured by this Mortgage; (b) a specific tax on Eorrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Illinois Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortguge may be obtained (each as required by the Illinois Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTO(INSY-IN-FACT. The following provisions relating to further assurances are a part of this Mortgage.

Further Assurances. At any time and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reflied, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security a treatments, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, G antor shall relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things merred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor by early irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing at other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender shall constitute an Event of Default ander this Mortgage;

Default on Indebtedness. Failure of Borrower to make any payment when due on the indebtedness.

Default on Other Payments. Fallure of Grantor within the time required by this Mortgage to inche any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have excured) if Grantor or Borrower, after receiving written notice from Lender demanding cure of such failure: (a) curee the failure within fifteen (15) days, or. (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and complice of reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Burrowsz under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the externing prohibited by federal law or illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity of reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, curs the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

UNOFFICIAL COPY

Brosen Abrica (18)

en er skal gare er grække skille karge om fra. De skal skæl skrifte flæk<mark>ne skelper i er bet</mark> eller in. Degje okkelper karal skil er ogsør i for kollette i skrifte kall stæljere om er grækelit en skil til ekst i sk प्रकार के अपने क्षेत्र के अपने क्षेत्र के किस की किस की किस की अपने की is appoint to the conservation of the conserva an appeal wide to the soft content of the recovery of the countries of the countries of the com-. เพาะ ซึ่งเป็นเป็นเกิดใน และเป็น เมื่อใน 20 รับ พ.ศ. พ.ศ. พ.ศ. พ.ศ. พระพ.ศ. **เพียง พ**ระพ.ศ. **พ**ระพ.ศ. พระพ.ศ. พ.ศ. and the second to the content of the content of the second section in the second of the second of the second of and madigatives. And only interpretation of the contraction of ed villa a se ma talanggapa tiligata, all maggig sakta kara da panaggat tidak <mark>talanggan offe</mark>n and i sakkkina. n de la companya de Companya de la compa The property of the state of the continuous services of the property of the configuration of the continuous services of the property of the pr Minimum of integrals and installed a week was seen to be or course in the consist of the con-west to secure to the past that the trade of or, agreem atolities, and injury armed with extension from a market of a countried through their Uplation Carrendad Countries o con program existado, em productos e agrados de escolo english bay bayan bas er og attil till Constitution of the same South Carried Asset 1 Violate transfer the market of the gradient gewarf it. He fill begen klapet state it is it was Annalist many நம்படுகள் அரசு ப gap offer people read a country of the bay line the reference of the lateto the desired on the first of the second of n (1) Charles and the agreed entrel op en d tegline en genteel ook nag, sem samen er sattenne to ese in med timbe er en Stories Carlo प्रदेश करियाम् १९५८, प्रोत्तास्त्र १५५० १८५५ १८५५ व्यास्थ्या वसी वर्षः वाक्त नेत्रीत् सम्बद्धानी है प्रदेश सम् द्वाराम तत्त भागतीन वक्त कार्यकार का देव स्वतान विवास करिया अस्ति अस्ति स्वतान विवास करिया है। पूराह अस्त्र स्वत्रीनेत्रहासूत्र हुई केदार तावाद के उक्त दे किस को सन्दर्भ कार्यकार विवास करिया स्वती स्वतान स respirate length of the first spirate of the second of Same to the second agregation Car satisfications of the torrest of an advance forces. we appropriate and only one case that will first and your live of क्षांचार विचार केर्याद्रीमस्य देम विदेवनिवस्तरपुर हाः, वादीन वस्तु ६५ । नेये ६५८ विद्यालय क्रिस्तुत्वाहरूका राजु mit with the pullback and gar to yan ding stay and in any factor of discretions, in spinors of burnous in daying not in the sign and to pergraph personal as to discretion one besides as a sequent for and assemble to some existing tools, arranger for refrest to discretions are to be at the following month or book the problem in the sign of 200 क्रिकेन सम्बद्धिक कारण होते अहम, का उन्हें ते एक्स का माने अनेकार अवस्थित अने क्रिकेट एक्ट्री अनेकाओं तो लाग के उन्हे glacorage han distributes as a hole to ethic completins millimate per case all entrance is to ethic "GROSTONIAL NEW YORK ्रमुक्त हो। इस समित्र केला । १८८४ वर्ष के अन्य एक केला का किला का तम अपने कारण पूर्ण केली केलावेट का बात, वार् transfer a committee to sider and fathered to the come t no salat proposación i storogar i talanta est su republich la suna gan sast tre conflé ha sincalitate de la के हैं है है । अबसे महरहा का रह को है अन्योष्ट्र के अर्थ के इसे कुछ हम समय पढ़े पूर्व के समय के प्रवेश के निर्देश के अर्थ क्रुविक राम एक देहें हुए के हैं। एर करवानी के एर बन्धवार में अब मुग्यम हो भी क्राफ्रिम का बेल<mark>्लाई से</mark> रह बेबाव के लेर Mas in the second statement, it is not appropriate the second of the less and the experience in the second of the se मूर्त कर करूप प्रदेश एक एक्स एक एक्स है। इस १८ केम १८ व्यक्त स्थानकार प्रवासकार के <mark>किस्सान पुरास कर</mark> कर कर कर है। ie opark i jeu ja po letrou i ya stolo io orali oko tili ti birka tid ni kapin ibu hala kaminti o 🦠 के के कार के के के किए के कार्य के कार्य के कार्य के कार्य के किए के किए के किए के के के किए के के के किए के क Tableson · 据文法中,是1841年195日,1951年195日 gene variande in kulturus incomentat transportate e en tal octobrat intermedial de homo como con concesso de como de models En un contrata principalmenta manamenta e en como nome en tras se principal protector de la como como como com with the wifer products arther to the second aget all medicatores arrance to classe continues and the series are from part of sent facility and the continues to consists of the constant of the Kapitak and to see it the form the Countries Countries

हर है जिसे हैं जिसे ह जिसे हैं जिसे Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the exparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from sen in a 3 a receiver.

Judicial Foreclosure. Cender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all properties of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable taw, Grantor or Borrower hereby waive any and all right to have the property marshalled. In exercising its rights and smedies, Lander shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lander shall be entitled to his at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reas mable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition on the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after fallure of Grantor or Borrower to perform shall not effect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to entering any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at the and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necked in at any time for the protection of its interest or the enforcement of its lights shall become a part of the indebtedness payable on demand and shall been interest from the date of expenditure until repeld at the Note rate. Expenses covered by this paragraph include, without limitation, however sittle to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for transmitted proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection as vices, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without "historia any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be domined effective when deposited in the United States mall first class, registered mail, postage prepaid, directed to the addresses shown at the top of page one (1). Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage of the first page of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in witting and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of littles. This Mortgage shall be governed by and construed in accordance with the laws of the State of Itilnois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforcibility or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtadness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtadness.

radio segmentaria, legapte statistical, a store, additionalis de powercada operation from the freeless of the later of the is an or bympper 60 biteou guvernoù margaves as as as as as a sant a sant as a est a sant a

referre graph by former manager promoting for the construction of the mineral section of the construction of the construction

, appartunce and of their group. The drifts is all a recommended the contract of the contract of the artists for the contract of the contract Balance in the second of the entropy of the second of the entropy of the entropy of Manager 1995, and the second of the second o were a trought about the property of the control of Section and a section of programming and section of the section of

was of principle in high a confidence of any promote normal set to seal or in જાતા. માં અને કાર્યો હતા વિવાસ પ્રસાણ પ્રાપ્તિ કરી પેટરા જ કરાવા છે. પ્રસાણ કરી હતી હતે માં આવે છે. વિવાસ કરી હતી જો આપ્રા વામના માલાક કરી કરતા હતા હતા કરા કરાવા હતી છે. ઉપરાંત કરી હતા હતા હતા હતા હતા હતા કરી મુંબલ ઉપરાંત હતા છ term parties, servicia tellamente egga e la grago chelore e com percentenq a bandi culatte e colo co gitage of the legal administrative his accounts. The my of the other was provided that and endowing a count is trans-

where the parties are presented in the content of the parties of participation of the distribution of $(-\infty)$

्राहर के प्राप्त के प्राप्त के किल्ला के किल्ला हुन है। विभवन के किल्ला किल्ला के किल्ला के किल्ला के किल्ला क विभवन के किल्ला के किल्ला के किल्ला के किल्ला के किल्ला किल्ला के किल्ला के किल्ला के किल्ला के किल्ला के किल्ला is yet incretion, but it we go torr

grave presidence de la séta de portre porfet, posible per a la filla de la calacida. gregge of electronic constitution

appears of executive teless. The consense of executive and a substitution of the consense of t

author can eil ann an agus an sior chaid air fa catair 1900 an chrean tagain a cad bhít fa caintair a sta i a c Bailt an canadh aid an catair 1905, a sealtan conadh air ann an an an al ataile a thainnig airt eath ta na com ्राम् अर्थः हर्त्रः वीत्राक्षणः विश्वविद्यास्य स्थापना । इत्यास्य स्थापना विश्वविद्यास्य स्थापना विद्यास्य स्थापना । 11 350 1477 14

edik kongres ti ti se minang ki sa a sa a ta di miti. Ti sa a ta ping pandinang garang ki ti nagan mata nga haringgan ga gasang pang ki na ki na a ping mang ki sa miti ka pang garang mangrang tahung bana mata i sa panggan manggang panggasi ka pemingka pang minahang mata pang sa panghinggan mang ti minaha sa mang sa panggan The second of the second of

Survey on the Best to the first of the reserve of the same of the the green many of memory than the property of the control of the c out 😮 og skilfkyrgin eller i er aven i græftir til er avit hell florare i i skovt djesa tran Grækk av o nor ngapakka greson i po tere kalappa na ala di aktiren ar kenjit ni kerekent arkikelarik. eras, er e serveri i antarit e protserpris se reassion ny grennerand est nort be e nikita monte te the state of the will good cases out the MI therefore the cook of temporary with boundary रहार है। जो पूर्व के पूर्व के अर्थ के हैं के किए किए किए किए क and of the home of the

gen i tennis i di Quar gargado de le los premios delpris ma espera que altrar un get abilitado estras los Bellos promptos esperaciones producirios de la contrata del forma circlator de las finales del Reconstruction : " a pulsar and appropriate an enemy great or the committee of the first and in the will be the wife of असम्बन्धः । शाहित्यक्षेत्रः स्टार्टेन के किन्नान्ते हैं। का स्टाइक्क्षु केने के सामान्यक्षित्वः है जिल्ला स्टाइक an problem a naturalist of pair and major applyments and cover stated from the correlation and figure to the con-Fig. 15 or Fit with papping Grance graphs to their triplet are the first and the strateging the same three first

。由中国的民间是中国主义的共和国主义的主义的主义的主义的主义的主义

নিটি প্রতির সুস্থানিক স্বাচ্চ কে চেন্ডের, কর্ম নিজ্য সালক্ষরের ক্রিক্রিক স্থানিক আক্রমানকর স্থানিক্রকের করিছে নিজ্য স um ga porque per circles el reculto escalar garande del serba umegnosid distribi marahman y el le le el el el e the results of the second of the second of

continued on the charge and been noticed at the compared by London in the Ships of Allando. This separation alought to white out to again the construction of the release one of he was a

ante empres no himpores en base. And in that me dring the connecting momentaments on the expert of the contract of the contrac age the control of the second

काल केरू के बैक्सियार वाप ल लिक्सिया कार्यक्रम राज्यक बेजर व मान्यायीकर व के ई**व क**्रमावक नामार ने राज्य है है है Salatin Sultra Death Long spill the other than again t Land In the reserve and antifer that head the grown is

And Control of Salary मारका के जो अनुसार के पुर अन्य <mark>मारकार</mark> के किए कि जान के एक कि कि कि के क्षान कि <mark>किया</mark> के किया है जान कि कि कि कि to the second processing and to a right with process with a manufacture of the appropriate to the control of the Name of the Park

Control of the production of t after the agent the least of the control of the con

was to applying the life of the training of the training of the training of the particular and the training of aging the month from the manifest in the contraction of the contraction of the second of the contraction of महाराज्य होते क्रिक्सोर कर्ना कार्या केला कार्याकार होते हैं होते होते हैं है है है है है जा है ं एक ने निवास है है है कि साम है है जिल्ला है कि सुद्धानुक्री के अहा के अनुन्द्र है है से साम के दिवस है कि प

UNOFF MORTAGE COPY (Continued) 9 3 4 0 5

(Continued)8 9 2 4 0 5 9 7

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of likeois as to all indebtedness secured by this Montgage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE TERMS.	PROVISIONS OF THIS MORTGAG	e, and each grantor agr	EES TO ITS
CHANTOR: WAMES D. BOLCI	MARILYN A. DOLOT	na. Dolci	·
The Manual Chicago Heights, I	itage Olympia Bank, 195 L 60411	Olympia Plaza,	
SUPPLIES LANGE	AOVION FRANCIS		
STATE OF	ACKNOWLEDGMENT		
COUNTY OF Cook			
On this day before me, the undersigned Notary Public, personally individuals described in and who executed the Morigage, and acknowledge and purposes therein mentioned.	y appeared IAMES D. DOLCI and A nowledged first they eigned the Mortg	MARILYN A. DOLCI, to me know age as their free and voluntary a	vn to be the ct and deed,
Given under my hand and official seal this 10th	day of	, 19 89,	
By Clase Househow	Realding atinle	y Park, IL	:
Notary Public In and for the State of Illinois	My commission	10-27-91	
	0	· /	
ASER PRO (tm) Ver. 3,09 (c) 1989 CFI Bankers Service Group, Inc. All rights reserve	∍d,		ndical Configuration

"OFFICIAL SEAL"
RENEE J. CONACHEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXCITES 10/27/91

DEPT-01

. \$16.25

- . T#3333 TRAH 0714 05/26/89 10:21:00
- 18943 + C #-89-240597
- COOK COUNTY RECORDER

16 Mail

-89-240597

galariya ayyonda yang matala ayan sagadadda a . .

UNOFFICIAL (SOUNDED)	COPY
n greathan maraigh ann aig sin airte an ceangagas ar agus an a caobhrach a <mark>dheannachad</mark> h a gairt bha agus bailte	New York Control of the Control of t

o amilik **arti** da apezit 19,3 genes - 11, diseprestnari na cilikambat tariz atti at Mesmannas propilanci. Sit nor 100 na 10 and a factor of the course of the contract of o tentroles — Tresney European en la graviora, en la citable télégique de <mark>not modeficie</mark> de partie de la composition del composition della composition dell computed primer to refer their way are noticed in a rich copy of the first indicates to make

and particular artifector from 1962 in round, to particular planes of particular or trainers of the control of the extension of the control o the impulses things for that a security expension to be enjoy, now to be for more a construction and en of reader and have been been been the the phone of the markage and and the been and the property of the arijoo la asjiraal the control of the Hand of the court of the obligation and participation of the INDIVIDUAL ACKNOWLEDGINENT - 110 ELY33: De een der beiere des de entre entre entre de entre de entre de entre de la Colle de Maliter de DOLCE de qui banda la tre de entre la companie de la companie de la companie de volument ant and dated. Let de la companie de la companie de volument ant and dated. and the properties of the return place have our no and less white a figure to the year below about the

> they confinished on explica-To say to true with the all piles of gradults

> > MUDEE an Thates ि क्षिप्र भा

Problem in ... Thinkey Doly, The con-

spiritum aspring stormum versing 不免的有效。 4一些中心的 4年10日 Cook County Religion

89-240597