THIS MORTGAGE is made this 20th day of May , 19 89 , between the Mortgagor,
Steven E. Barth and Susan L. Barth, Husband and Wife
(herein "Borrower"), and the Mortgagee, SUPERIOR BANK, FSB organized and existing under the laws of Illinois,
whose address is 1 East 22nd Street, Lombard, Illinois (herein "Lender")
WHEREAS, Borrower is indebted to Lender in the principal sum of Ten Thousand and 00/100******  **************************
evidenced by Borrower's note dated May 20, 1989 (herein "Note"), providing for monthly
minstallments as provided in the Note, with the balance of the indebtedness, if not sooner paid, due and payable
On May 20, 1994;
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon.  the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph thereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook . State of Illinois:
described property located in the County of <u>Cook</u> , State of <u>Illinois</u> :
LOTS 19 AND 20 IN BLOCK 2 IN GROSSDALE IN THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINC PAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
END OF DESCRIPTION DE CONTRACTOR DE CONTRACT
1500
$O_{\infty}$
Permanent Real Estate Index Number(s): 15-34-405-039-0000
which has the address of 3536 Forest Ave., Brookfield, Il 60513
(herein "Property Address");
TOGETHER with all the improvements now or hordstar erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, 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 covared by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".
Borrower covenants that Borrower is lawfully seized of the istate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is not encumbered, except by a first mortgage lien in favor of Clyde Federal Savings and Loan Association in original principal amount of \$\frac{43,100.00}{3,1988} \tag{as} \text{ Document Number} \text{ 88238551} \text{ with the Cook}
County Recorder of Deeds, and that Borrower will warrant and defend generally the citle to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

# 1. PAYMENT OF PRINCIPAL AND INTEREST - TIME OF ESSENCE

Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. Time is of the essence hereof.

# 11. PRIOR MORTGAGES AND DEEDS OF TRUST-CHARGES-LIENS

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

# III. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

# IV. CHARGES - LIENS

Borrower shall pay all taxes, assessments and other charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such

The second UNOFFICIAL COPY is a second at a second and the second at the any part thereof H contact trap year any part intended in the control of ligh to this Marthage.

#### Y. RAZARD LESBEARGE

possessed shall been the force of the control of several states and the fractify absence observed took the following the following states and the following sold of the following the following states and the following states and the following states and the following the following states and the following following the foll with the education of the all values of britisher apprecian be bounded for a contraction and the famous odd built

and the control of the property controls of the same and disable appropriate and the control of provided, that ruch approach is it is the containment withouth. All preclaim on lawrence entered while up gath by Borresser making misreit, it is it a leavelty to the an atomic tarrier.

and the Charle Save, where steel didebycans were as sat that consecution as the relating constants from a standard contoder elegan in every of and recting alreptants to Limite, divider abilities for early and the policies conducted and removal theorem, and Surveyor, and the policies and a lander all a local and less and also recorded of date to make the consistency that the state of the state of the state of the product and the consistency and a state of the state of the

Operagon is the first tender of the control of the first tender of the first tender of the first tender of the control of the first tender of the first tender of the first tender of the control of the first tender of tender of the first tender of spine caccil 21d2 by beautyon ones

consists of a starting to initialisting of the consistency of the analysis of the appropriate from the starting of the startin All eight, tilly and later of our currence in his to be interested and in and for the five and are as as a com-reculting stage being the two because is a supply of the on weath about the body of the complete and the same of and transport of the state of the first first first first first tensor and the safe of acqueen to the

COURSE OF THE STANDARD OF COMMENSAGES AND STANDARD - COMMONDARD OF THE STANDARD OF THE STANDAR

The control of the second state of the second secon is there exist to any recentary tradeor for flower was exage. The ex-centage makes the state to expedience to encourage outs the expedience through the safe against all and the meaning.

All, Parth Clark C. I make the effective of the contraction contracted on the England of to every control on a granted of the description of the following of the every every been been supported in Instead to account occurring a recovery of the entering of a remainded to the entering recovery of a factorist of the entering to the entering and the entering the entering and the entering the entering and the entering the en distancement of each of the extension of the control of the Property Release to the end of the extension of the extension of the Relation of the end of th rights to the section of the common of the contribute of the contributions are also as a section of the contribution of the contributions are contributed by the contribution of the contr is all to originates the feetings of the main between the control of the consequences are encountered. Asserted the Assertation of the Strategic Con-A march of the state of the

hely assaults dishamed by leader command to this paregraph 2, with interest theorem, the colordifferent and bandons, at it many so med by the Polyage, Unitary Borroses and London acres to the two The state of the s the enterparameter to the edge of the control of the control of the enterparameter of the control of the contro

# 2010 034281 CHY

of est moved and to definitional how maybe on their ald smoother states at the ends and section approximately that there is all give increases at the control of the surface of the specific and the second party of the control of og ees et att it terristal occides at

ges to a processing a feltiminary of the following supposes a control of the suppose following of the suppose o

## Y. MAZARD INSURANCE

Borrower shall 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 as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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 premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgare clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewal thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid pnims. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may whe proof of loss if not made promptly to Borrower.

Unless Lender and Boy rover otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender atchin 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, and such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hereof or charge the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Porrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

VI. PRESERVATIONS AND MAINTENANCE OF PROPERTY - LEASENANS - CONDOMINIUMS - PLANNED UNIT DEVELOPMENTS Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condom nim or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the ride overe a part hereof.

# VII. PROTECTION OF LEMDER'S SECURITY

If Borrower fails to perform the covenants and agreements contained in this Nortage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appreciances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the Premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay when due the amount of all mortgage insurance premiums directly to the insurance carrier.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained a paragraph 7 shall require Lender to incur any expense or take any action hereunder.

VIII. IMSPECTION
Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided to the property of the in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to

# IX. CONDENSATION

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation.

UNOFFICIAL COPY to the transfer of the control of t

professional and the second of the state states in the contractions. is the continued of the figure of the second of the continued of Programme Somewhat & rather Martigene such anaportous of the removed on the last temperature above the access of the more parameters by the more by the second by the seco transport of other decomplete to a contract of each other. The contract is a contract of the c

the two Property is a contraction of a second to the artists by a conflict to teacher to the contraction of the arrive ta arrive and all the control of the community and arrived the control of an arrived and arrived arrived arrived and arrived ar also relicing recovering along that there is no been contained a contained to each a specialistic out, outly artinns, either to car occur, ar each occur in health arts are sure sure armed by this Burtana a

unting transported from a continuous a consistent time, and twin application of granium and the and the extension performs to be at the positive statement of the control of the engineer of performs the statement of the control of the con or the solutions are not be decimal and agreeds no

#### ALCOHOLOGIC ROLL REPORTED BY STATE

is a trivial to the same local and the multiplication of military closes of the constraint of the analysis of the constraint of the consta A Section Spirit Control of into bedancio, Conseino di Galleriali i compressi il compressi con accione addi in griffi mil or the company of the contract compared to the contract of the contract of the contract of the contract of the first property of the There was the second of the cree and has supported and he depend to the property of the control states and he designed survivants to interest.

## XI FORGER ARABEL OF PERSON SOLE A MAINES.

Any farebegggage by Leader is received any reality to judicity by the free or officers of the control of endered to the part of the parties of the contract of the contract of the test of the test of the contract of the contract of the parties of the contract of t exploit an appearance the artist of the artist and appearance are appearanced by the first age.

#### XII, ICHTOD S CUUDADAR

the Control of the reads and of the things but describe some of the control of th

# NIAL, PROCESSOR AND ASSESSE HOUSE - SOURCE AND SEVERS! CARDILLY - CO-STENDED - TARTIOGS

The comments and the contract of the particle of the particle of the contract streener (1) have allere to rectaive agonit on transless greenered ban research to survive car assessment beingen All coverents the agreement is borrown that is a first of the and reserved. Any inverse of each test that the exforth ( 2000 Bee, through paperson of white emphasis with the project of the over our project and south that the color, the color of the col permaker transfers the most of the control of the permaker of the state of the second of the second of the second of the permaker of the second of the secon

## TOLLOW AVIX

XIV. BUILDS

Commander of the control of the contro to bender's address to an in the manner of the state per given by feetified each, retaine of the state of bender's address the manner of the state o

# XX. BELLED BERREAMS. - BOY BEFORE LOSS - SEMERABLERY.

the contract of the contract community and the contract of the variations by approximation of the state of the second of and grant and the settle through the strong and was a strong and the transfer of the second property and the second second second and the second seco of the search of the orthodology of the letter Control of the Same of the State

# XVI. ROPRIMIN'S COST.

European shaft be terrashed a sentament report to the three and of this Bessener at the case of their sentation descend and to best our mythin and

# XVII. FRANCIE GERMONDE PROPERTIE ON A BOUTE WITH INCHOUGH IN SUBGROUBE - ASSESSOR

isoferioral. The openitorial of openitor of arms to the properties of the frequency of the companies of the H Additionable to the term to be above that any of Engineer to the property of the terminal and the continue of congenty exclusive frame way, of formally options decreased the same reconcerns to the entire to respectively an analysis of the control of the fact of the executived by tender if exercise in participal to the edition of the participal of the control of the end of the section to term of the combined by the compact of the best of the term of the combined of the c

are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 10 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

# X. BORROWER NOT RELEASED

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence procedure; against such successor or refuse to extend time for payment or otherwise modify amortization of the sums facured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

# XI. FOREBEARANCE TO LENDER NOT A MAIVER

Any forebearance by lander in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

# XII. REMEDIES CUMULATIVE

All remedies provided in this Mirtgige are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

# XIII. SUCCESSOR AND ASSIGNS BOUND - JOINT NO SEVERAL LIABILITY - CO-SIGNERS - CAPTIONS

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Britwer, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing into Mortgage only to mortgage, grant and convey that Borrower's interest in Property to Lender under the twins of this Mortgage; (b) is not personally liable on the Note or under this Mortgage; and (c) agrees that twins and any other Borrower hereunder 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. The caption and headings of the paragraphs of this Mortgage are for convenience only are not to be used to interpret or define the provisions hereof.

# XIV. MOTICE

Except for any notice required under applicable law to be given in inother manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may disignate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified tail return receipt requested, to Lender's address stated herein or to such other address as Lender may designite by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

# XV. UNIFORM MORTGAGE - GOVERNING LAM - SEVERABILITY

This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and the Note are declared to severable.

# XVI. BORROWER'S COPY

Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

# XVII. TRANSFER OF THE PROPERTY OR A MEMEFICIAL INVEREST IN BOUNDMER - ASSUMPTION

If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement

The season to the small contraction in B standar hate makes it is a superior of the contraction of the contra Astrophysical equipment is not the following property to the following the state of the state of the second co But Beginning and the better the second second of the following takens to be second of the second of the second e service of the service of the service of the entries of the service of the serv

and the second of an emission of the file of the property of the second date the moves to market of the energy to be seen the seen declared date. It because to the conwhere the time experience of the control of the property of the control of the property of the control of the c any experience product that he present the medical

ROS INCLEMENT INSTITUTE OF FROM A CONTRACT SERVER AND COVER AT AND APPEAR AS CONTRACT

#### XVIII. ALCERTRATION - BEREETS

EXAMPLE AS INNOVIADE IN PAGE AND ELEMENT, UPON HONDERNIN DEFEACH OF ANY STREETS IN A NICORDI OF BORGOWER IN THE PORTLANDER, PROVIDERS OF THE WILL BE SHATE BULL ANY SHIPS CARRYCO OF COLD BY A COLD TO THE PROPERTY OF THE PRO TO MARKE THE BARRESS, OF THE STATES OF THE STATES OF THE SHAPE OF THE SHAPE OF THE STATES OF THE STA BY THIS BYALLASS TO ALL IN COLUMN ON THE BEARING PUBLICATION PUBLICADE BERKAD ON THE TEACTORY THE COLUMN. CHAILTENED STRUCTURE OF THE WASHINGTON AND SEED OF STREET STRUCTURE OF STREET OF THE WITHOUTH

#### XIX. BORREGUE'S MIGHT OF HIS SPORTED

ALL MADESCRIVE MADESCRIVE (Compared to the compared that the control of the theorem, the restriction of the control of the con to an use that the form of the control of the follows that such action at that the form of the control of the sum of the form of the control of the follows the follows the control of the

# XX. ACLIERSED OF REAL APPORTERS OF ORLIBER - (TRUCK IN POSSESION

As aggirband selective as a converse consistency agreems to linder the estate of the Paper converse that improved season people is an appropriate to the estate of the estate and an appropriate of the estate of th

How are been to one to the Property of the about the demonstrate of the Property, and the one tree to the the explination or set on the otomosprous following paretal sale, benner, in person, the agent of the set of the granteer realizable to a set of the contract of the person of and maneger the frequency of the contract of th appointed receipts, and the perfit per to the specific personation of and wareness the frequent, ere is an expectation of the few regions of the contract of the few regions of the contract of the few regions of the contract of the contrac The construction of the construction of the property and the temperature of the temperature of the first and the construction of the construction thovipbon.

# ZZZI. IBBRRUA BOYANGES

the transfer of the transfer to the second and the The Control of the August Monday the consistent and an increase of Made interests a community of the community of the constant of temperature of the community amount of the inceptioners seemed by this Bertiage, not including sums advances in accordance becomes to doubt of the first seed of the companies of the companies of the first seed of the f

# ASSET TRANSPORT OF THE PROPERTY OF THE PORT OF THE PROPERTY OF

consists with continuous account out to the same all me consecutions of the conjugate of the consisting accept and addito.

County is the consist of the conjugate to the energy in the final i becomes  $j_0$  to i to iSecretary of the entropy and the second secretary apartment of the second of the secon Trend of the resident day on the leader Sand Applica

in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage that be it with rate at Lenley shall request. If elder has waived the option to accelerate provided in this largeaph 17, and it porpowers successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note. If there is a transfer of the Property subject to this paragraph, Lender may require (1) an increase in the current Note interest rate; or (2) a change in the Index; or (3) an increase in the percentage points added to the Index, or all of these, as a condition of Lender's waiving the option to accelerate provided in this paragraph 17.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

# XVIII. ACCELERATION - REMEDIES

EXCEPT AS PROVIDED IN PARAGRAPH 17 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANTS OR AGREEMENTS OF BORROWER IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 14 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORNUMER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE. FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFILE ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIC IN THE NOTICE, LENDER AT LENDER'S OPTION MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURHTER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SMALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING BUT NOT LIMITED TO, REASCHABLE ATTORNEY'S FEES, AND COST OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

# XIX. BORROWER'S RIGHT TO REINSTATE

Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Norriber pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b)Borrower cures all breaches of any other covenants or agreements of barrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies is provided in paragraph 18 hereof, including but not limited to, reasonable attorney's fees; and (d)Borrower takes such action as lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. From such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration occurred.

# XX. ASSIGNMENT OF RENTS - APPOINTMENT OF RECEIVER - LENDER IN POSSESSION

As additional security hereunder, Borrower hereby assigns to Lend() the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or arandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in persor, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manager the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received,

# XXI. FUTURE ADVANCES

Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advances in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$\_\_\_\_NONE\_

# XXII. INTEREST RATE AND NORTHLY PAYMENT CHANGES

The Note interest rate may be increased or decreased on the day after the second business day of every month.

Changes in the interest rate are governed by changes in the Annual Percentage Rate (APR) which is equal index Plus One (1.0 %) percentage points. The Index is the prime interest as established and announced from time to time by "The Wall Street Journal". However, the Annual Perge Rate

Page 4 of 5 to the Index Plus \_\_ rate as established and announced from time to time by "The Hall Street Journal". However, the Annual Percentage Rate

CARRY OF THE OFFICE AND PROPERTY OF THE CHARGE OF THE CONTROL OF T

rudani gan sa isan teriku in sa sa sa sa isan na sa sa sa tanku in kuman kanakani. Lalah manafi kita in ito ito sa sa sa sa sa sa sa sa sa tanku inganasa in ito sa sa mili.

At the street entering and extract the edge of the except to add payments will extract the edge of the

#### MATH LOWER CHARGES

If now the standard of the sta

#### XXIV. REPORTING CHIEF

Into discount of given a convenient of the energy of the terms of setting and the terms of terms of the terms of terms of the terms of the terms of the terms of terms of the terms of t

#### XX9. PRESCRIPAL GENERAL BUS

In the event that all of the personers was not properly as the a green as the solution of the solution of the solution mays at tender's option, the set of the constructed by the best passes are solutions.

#### YXYX, REFERSE

Unon payment of all come former of the foreign, (source tool) a case the hartgage allhan render to burnamer and large of the contract to burnamer and large of the contract of any contract of the contract of

#### ZKV17. RATEFU OF 19090 EITME

Contemes threely proved all right of the other everythm in the "apporta-

# 6-030-53-3-03-201405-63-15-6013-609-7-609-

	n i a 1971 waa dan manamaan 198 <b>1 ka 1</b> 990 ka 1980 ka	omed 16 , randed 14 to be best outst	od grosy syli muni votega	Problem of the graph of the	⊼iaf meva gi/main	which has p
		At the base of	rop knell syret tr magenet l		The Paris of the Control of the Cont	TIL
	garan arab daga saman garan garan saga direkinten daga	e i di Samul de Paris de la constanta de la co	things of the second	٠ ١٠ ال		Barrower
			Assets a Region of the	·	edysta is fareas	roteni ridi
N	POK BBB.	. •			EROBERTO, 159 guenn 'o.c. departe ast 22nd Street and, (1) inois ed	mali 3-1
	V38238588	\$1.3H ·	19	· ′: •	of and PU	TAT? CGURTY
	the state of the s	t Annalia etaka (a. ngarijan penjara	College Paperty (C. 1)	gar en	MODEL Storm Payment	personally k before no to
	Market Market (1971)	4 1 4		er Estateu an	a pasut ya terbihi	Given
			6 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (		in Laring I	Py townseto

There is no maximum limit on changes in the interest rate at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

#### XXIII. LOAN CHARGES

It could be that the loan secured by this Mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower.

#### XXIV. REVOLVING CREDIT

This Mortgage is given to secure a revolving credit loan, the terms of which provide that future advances may be made in an aggregate amount not to exceed the amount of lien set forth on the Mortgage. All such future advances are due and physble  $\frac{Five}{}$  ( $\frac{5}{}$ ) years from the date hereof, at which time Lender's obligation to make additional advances shall terminate. The lien of this Mortgage shall be valid as to all such indebtedness and future advances, which shall have priority over all subsequent liens and encumbrances and shall have priority as though they were made on the date hereof.

# XXV. PRINCIPAL RESIDENCE

In the event that all of the borrowers cease to use the property as their principal residence, then Lender may, at Lender's option, declare all the sums secured by this Mortgage immediately due and payable.

# XXYI. RELEASE

Upon payment of all sums secured of this Mortgage, Lender shall release this Mortgage without charge to Borrower shall pay all costs of recordation, if any.

# XXVII. MAIVER OF HOMESTEAD

Borrower hereby waived all right of homestand exemption in the Property.

# REQUEST FOR VOTICE OF BEFAULT AND FORECLOSURE (MDE) SUPERIOR HORTGAGES OR DESTS OF TRUST

Borrower and Lender request the holders of any mortgage, reed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

This instrument was prepared by: Sherri A. Weber  Set 11 to: SUPERIOR BANK, FSB Consumer Loan Department 1 East 22nd Street Lombard, Illinois 60148  STATE Illinois  DuPage  Sherri A. Weber  FOX 333-  CONK COUNTY, ILLINOIS STATE Illinois  DuPage  DuPage  DuPage  DuPage
Consumer Loan Department 1 East 22nd Street Lombard, 1111nois 60148  TATE Illinois   1989s: 31 W   1:13   89244567
NATE 177 fnots ) 1989ss: 31 48 H: 13 89244567
UNTY DuPage )
I, Connie E. Maney , a Notary Public in and for said county and state, do hereby

My Commission Expires:

"OFFICIAL SEAL"

CONNIE E. MANEY

Notory Public, State of Illinois

My Commission Expires May 5, 1991