



MORTGAGE

All American Bank of Chicago
3611 North Kedzie Avenue/Chicago, Illinois 60618

15⁰⁰

THIS MORTGAGE made this 30th day of June 19 89 between

James D. Borys and Francis S. Borys, his wife

("Borrower") and ALL AMERICAN BANK OF CHICAGO, a state banking corporation with offices at 3611 North Kedzie Avenue, Chicago, Illinois 60618 ("Bank").

WITNESSETH, that: James D. and Francis S. Borys

Borrower is indebted to Bank in the maximum principal sum of

TEN THOUSAND DOLLARS & 00/100

\$ 10,000.00

) DOLLARS, or

the aggregate amount of all advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement between Bank and Borrower ("Loan Agreement") of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Home Equity Line of Credit Variable Interest Rate Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable on demand on or after five (5) years from the date of this Mortgage. However, in no event shall the final payment of the Note, including the total outstanding principal balance and any accrued and unpaid interest, fees and charges, be due later than fifteen (15) years from the date hereof.

Interest on the Note is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month, it is set at the beginning of each monthly billing period and remains constant during that monthly billing period. The daily periodic rate is 1/365th (or 1/366th in the case of leap years) of the Annual Percentage Rate applicable to that monthly billing period (carried to five decimal places). The Annual Percentage Rate will be determined by adding ONE AND ONE HALF (1 1/2) * percent (1.50 %) to the Prime Rate as reported in the Money Rate section of *The Wall Street Journal* on the first business day of such billing period (the "Prime Rate").

TO SECURE to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois:

LOT 39 IN PLAT OF RESUBDIVISION NUMBER 3, FOR A PORTION OF WINSTON GROVE SECTION 23-B, BEING A SUBDIVISION OF PART OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FILED FOR RECORD

1989 JUN 18 10 35

89320399

which has the common address of 430 POTOMAC LANE, ELK GROVE VILLAGE, ILLINOIS 60007

("Property Address"); and the permanent index number of: 07-26-410-032

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to MURRAY MORTGAGE CO.

dated January 31, 1986

and recorded as document number 86045722

*The Maximum Rate of Interest Shall Not Exceed 18%.

17971 482 N/A-KUD

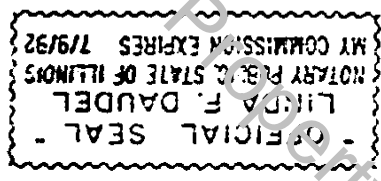
89320399

UNOFFICIAL COPY

Property of Cook County Clerk's Office

333 x 333

RETURN TO All American of Chicago 3611 N. Kedzie Chicago, IL 60618	THIS INSTRUMENT WAS PREPARED BY: Gloria Santos All American Bank of Chicago 3611 N. Kedzie Chicago, IL 60618
---	--



66C02C6R

My commission expires

NOTARY PUBLIC

[Signature]

GIVEN under my hand and notarial seal this 30th day of June 1988

for the uses and purposes therein set forth, including the release and waiver of the right of homestead signed, sealed and delivered the said instruments as their me this day in person and acknowledged that James D. Borys and Francis S. Borys personally known to me to be the same person(s) whose name(s) (here) subscribed to the foregoing instrument, appeared before in the State aforesaid, DO HEREBY CERTIFY THAT the undersigned a Notary Public in and for said County.

COUNTY OF COOK

SS

STATE OF ILLINOIS

NAME: FRANCIS S. BORYS

[Signature]

NAME: JAMES D. BORYS

[Signature]

BORROWER

CHICAGO, Illinois

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

- shall take steps specified in the second paragraph of paragraph 17
- all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 18. If Bank exercises this option, Bank's son of the Note or this Mortgage unenforceable according to its terms. Bank, at its option, may require immediate payment in full of
23. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of this refund by reducing the principal owed under the Note or by making a direct payment to Borrower, any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted
24. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally
23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property
- this Mortgage.
22. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordings of any documentation necessary to release
21. **Time of Essence.** Time is of the essence of this Mortgage, the Note and the Loan Agreement.

UNOFFICIAL COPY

B9320399

The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

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

COVENANTS, Borrower and Bank covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may accrue over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including bank if Bank is such an institution). Bank shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Bank may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Bank pays Borrower interest on the Funds and applicable law permits Bank to make such a charge. Borrower and Bank may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Bank shall not be required to pay Borrower any interest or earnings on the Funds. Bank shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Bank, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Bank any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Bank to Borrower requesting payment thereof.

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

The requirement of this paragraph 2 shall not be applicable if the property is encumbered by a prior first lien mortgage. Unless applicable law provides otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under paragraphs 7 and 15 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall fully and timely perform all of the Borrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue over this Mortgage in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, at least ten (10) days before due, directly to the payee thereof. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank receipts evidencing such payments.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as the Bank may require. Borrower shall maintain Hazard Insurance for the term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (a) the maximum insurable value of the Property or (b) the amounts of the Line of Credit evidenced by the Note and secured by this Mortgage, plus the amount of any obligation secured in priority over this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to the Bank and shall include a standard mortgage clause acceptable to the Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage. Borrower shall promptly furnish to Bank all receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Borrower.

6620266A

13. Successors and Assigns: Joint and Several Liability; Captions. The covenants and agreements herein shall bind and the rights hereunder shall inure to the respective heirs, legatees, devisees, successors and assigns of the Bank and Borrower, and the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right of remedy afforded by applicable law. This Mortgage shall not be a waiver of or preclude the exercise of any such right of remedy. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event.

11. Forbearance by Lender Not a Waiver. Any forbearance by Bank in exercising any right of remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right of remedy. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event.

10. Borrower Not Released. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment terms of the sums secured by this Mortgage granted by Bank to a successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower and Borrower's successors in interest. Bank shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify or amend the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

9. Condemnation. The proceeds of any award or claim for damages, or any other consequential in connection with any condemnation or other taking of the Property, or part thereof, or any other condemnation are hereby assigned and shall be paid to Bank subject to the terms of any mortgage deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this assignment. Bank is hereby authorized to apply or release such moneys received or to make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage, or a portion of the settlement of proceeds of moneys in the same manner and with the same effect as provided in this Mortgage, or a portion of the settlement of proceeds of moneys in the same manner and with the same effect as provided in this Mortgage, or a portion of the settlement of proceeds of moneys in the same manner and with the same effect as provided in this Mortgage.

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

7. Protection of Lender's Security. If Borrower fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects the Bank's interest in the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, the Bank at Bank's option upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest in the Property, including but not limited to disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or a unit in a condominium or a planned unit development or a part thereof. Borrower shall perform all obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and covenants, conditions and restrictions of the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, the Bank at Bank's option upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest in the Property, including but not limited to disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or a unit in a condominium or a planned unit development or a part thereof. Borrower shall perform all obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and covenants, conditions and restrictions of the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, the Bank at Bank's option upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest in the Property, including but not limited to disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

4. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or a unit in a condominium or a planned unit development or a part thereof. Borrower shall perform all obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and covenants, conditions and restrictions of the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, the Bank at Bank's option upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest in the Property, including but not limited to disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

3. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or a unit in a condominium or a planned unit development or a part thereof. Borrower shall perform all obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and covenants, conditions and restrictions of the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, the Bank at Bank's option upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest in the Property, including but not limited to disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

2. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or a unit in a condominium or a planned unit development or a part thereof. Borrower shall perform all obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and covenants, conditions and restrictions of the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, the Bank at Bank's option upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest in the Property, including but not limited to disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

1. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or deterioration of the Property and shall comply with the provisions of any lease of this Mortgage or a unit in a condominium or a planned unit development or a part thereof. Borrower shall perform all obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and covenants, conditions and restrictions of the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, including but not limited to eminent domain proceedings, or if any other event occurs which materially affects the Bank's interest in the Property, the Bank at Bank's option upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest in the Property, including but not limited to disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

689020399

UNOFFICIAL COPY

secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received. including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums of the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, in- possession of, and manage the Property, and collect the rents of the Property, including those past due. All rents collected by Bank redemption following judicial sale; Bank, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take Upon acceleration under paragraph 16 hereof, or abandonment, and at any time prior to the expiration of any period of ment of the Property, have the right to collect and retain such rents as they become due and payable.

20. Assignment of Rents; Appointment of Receiver Lender in Possession. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandon- effect as if no acceleration had occurred.

Bank's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue until- Mortgage, Bank's interest in the Property and Borrower's obligation to pay the sums secured hereby shall remain in full force and reasonable attorneys' fees; and (c) Borrower takes such action as Bank may reasonably require to assure that the lien of this Mortgage in this Mortgage and in enforcing Bank's remedies as provided in paragraph 18 hereof, including, but not limited to, Mortgage; (c) Borrower pays all reasonable expenses incurred by Bank in enforcing the covenants and agreements of Borrower con- had no acceleration occurred; (c) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this judgment enforcing this Mortgage; (d) Borrower pays Bank all sums which would be then due under this Mortgage and the Note shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued at any time prior to entry of a default by Borrower regardless of any prior foreclosure.

19. Borrower's Right to Reinstatement. Notwithstanding Bank's acceleration of the sums secured by this Mortgage, Borrower may, at any time, request to be reinstated. Upon such request, the Bank shall, if it is satisfied that the Borrower has cured the default, reinstate the sums secured by this Mortgage and the Note to the extent of the sums secured by this Mortgage. The Bank shall not be required to reinstate the sums secured by this Mortgage if the Borrower is in default of any other obligations under this Mortgage and the Note. The Bank shall not be required to reinstate the sums secured by this Mortgage if the Borrower is in default of any other obligations under this Mortgage and the Note.

18. Default Acceleration. The Note and this Mortgage shall be in default after notice by Bank to Borrower of any of the following events: (i) Borrower fails to make any payment due hereunder in full or in part on the date specified in the Note, this Mortgage or the Loan Agreement; and any application or statement furnished to the Bank by Borrower is found to be materially false; (ii) the outstanding balance due Bank under the Note, Mortgage or Loan Agreement exceeds the Principal; (iii) Borrower fails to furnish personal financial statements upon request of the Bank from time to time; (iv) Borrower makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally as they become due; (v) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the Note, or whose lien has or appears to have priority over the lien created by the Mortgage, the death of Borrower occurs; (vi) there is a sale of the Property; (vii) any other act or event occurs by reason of which the Bank reasonably deems itself to be insecure.

17. Default Acceleration. The Note and this Mortgage shall be in default after notice by Bank to Borrower of any of the following events: (i) Borrower fails to make any payment due hereunder in full or in part on the date specified in the Note, this Mortgage or the Loan Agreement; and any application or statement furnished to the Bank by Borrower is found to be materially false; (ii) the outstanding balance due Bank under the Note, Mortgage or Loan Agreement exceeds the Principal; (iii) Borrower fails to furnish personal financial statements upon request of the Bank from time to time; (iv) Borrower makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet Borrower's obligations generally as they become due; (v) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the Note, or whose lien has or appears to have priority over the lien created by the Mortgage, the death of Borrower occurs; (vi) there is a sale of the Property; (vii) any other act or event occurs by reason of which the Bank reasonably deems itself to be insecure.

16. Borrower's Copy. Borrower shall be given a confirmed copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after recording hereof.

15. Governing Law; Severability. This Mortgage shall be governed by Federal law and the law of Illinois. In the event that any provision or clause of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Notices. Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by other address to the Bank's address stated herein or to such other address as the Bank may designate by notice to Borrower as provided herein. Unless otherwise specifically provided, any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Bank when given in the manner designated herein.

66320399

UNOFFICIAL COPY