OR RECORDER'S OFFICE BOX NO. .

For Use With Note Form No. 1447

PH 3: 51 1990 SEP 25

	CAUTION: Consult a lawyer be makes any warranty with respe-	viore using or acting under this ict thereto, including any warran	s form. Neither the publisher no nty of merchantability or fitness:	r the setler of this form for a particular purpose.	}		
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	THIS INDENTURE, n			19_9.0, between	1		
	Robert Ster	nagle a <del>nd K</del> a	athleen Ster	nagle,	1		
	his wife,	<del></del>		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			
4	15617 Rob R	oy Dr., Oak	Forest, II	60452 (STATE)			
$\cap$	herein referred to as "M	lortgagors," and					
7,	•		s_Credit_Cor	poration			
34	1375 E. WOO	dfield Rd.,	Schaumburg,	II 60173			. 20
4	herein referred to as "M				<u> </u>	e For Recorder's Use	
-1/1-	THAT WHEREA ONE HUNDRED	S the Mortgagors are in	usily indebted to the MAND_NO/1	origagee upon the ins	tallment note of even date	herewith, in the pri	incipal sum of DOLLARS
1	as 105,000,00	= ), payable to the c	order of and delivered to	the Mortgagee, in and	by which note the Mortgag	ors promise to pay the	e said principal
d	1094 and all of said or	incina, an dinterest are r	made payable at such pla	ce as the holders of the	If the balance due on the $\frac{1}{1}$ note may, from time to time	e, in writing appoint.	and in absence
1	of such appointment, th	ion at the . ffice of the M	lorigagee at P.O.	Box 95220	, Schaumburg,		
#	NOW.THEREFO	RE, the Morte, 20, s.o.	secure the payment of the	e said principal sum of :	money and said interest in a	ccordance with the ter	ms, provisions
60	and limitations of this r consideration of the sun Mortgagee, and the Mo	nortgage, and the pence n of One Dollar in hind i rtgagee's successors and two of Chicas	rmance of the covenant paid, the receipt whereof assigns, the following de	s and agreements here fis hereby acknowledge scribed Real Estate an OUNTY OF	money and said interest in a cin contained, by the Morts ed, do by these presents CC d all of their estate, right, tit Cook	ingors to be performe NVEY AND WARR lie and interest therein IND STATE OF ILL	ed, and also in IANT unto the i, situate, lying INOIS, to wit:
	PARCEL 1:		Ox				
		eem を <b>V</b> /でひて でいた	UPST TEET A	ND EXCEPT THE	NORTH 13 FEET	DE.	:
	LOT 11 IN BLO	CK 1 IN EDGEWO	OD AVENUI ADDI	TION TO CHICA	AGO HEIGHTS, IN		•
	THE NORTH EAS'	r 1/4 of the S 14 east of the	OUTH WEST 1/4 THIRD PRINCAP	OF SECTION 20 AL MERIDIAN.	IN COOK COUNTY,	4.5	
	ILLINOIB		1			90	:
	PARCEL 2:					2	
						<b>`</b> 67	;
			OR TOW 11 /FY	OPPER WAS MODE	MI 12 PPPT AF GA		:
					TH 13 FEET OF SA	E640;	; ; ,
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	LOTS THEREOF) HEIGHTS, IN T TOWNSHIP 35 N	IN BLOCK 1 IN HE NORTH EAST ORTH, RANGE 14	EDGEWOOD AVEN	TH WEST 1.6	TO CHICAGO	66405	
	LOTS THEREOF) HEIGHTS, IN T	IN BLOCK 1 IN HE NORTH EAST ORTH, RANGE 14	EDGEWOOD AVEN	TH WEST 1.6	TO CHICAGO OF SECTION 20,	66.305	
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# THE COVENANTS, COUDT ON OND PROVISION REJERRED TO CANE GE AL THE REVERSE SIDE OF THIS

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be setured by a lien or charge on the premises superior to the lien kereof, and upon requiest exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required, by law or municipal ordinances.
- 2. Mortgagors shall pay before any penalty attaches all general laxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request furnish to the Mortgagors described therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any lax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts accured by mortgages or the mortgage or the debt secured hereby or the mortgage interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagers, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises; any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagor, and the Mortgagoe's successors or assigns, against any liability in arred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time of the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor, shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided to said note.
- 6. Mortgagors shall are all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windst rm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing our same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced, by the standard mortgage clause to be attached to each policy, and snall of ver all policies, including additional and renewal policies, to the Mortgagee, and in case, of insurance about to expire, shall deliver rereval policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Morragee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, comporties or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premiles or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby a lift and relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office vith of inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or d'a or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein my Coned; both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Mc (gas ors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, secome due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (c), then default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein containet.
- 10. When the indebtedness hereby secured shall become due whether or acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof, there so it is allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by con behalf of Mortgages for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers charges, profit attorneys and expenses which may be paid or incurred by con behalf of Mortgages for attorneys fees, appraiser's fees, outlays for documentary and expert evidence, stenographers charges, profit attorneys and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of the little searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to hine, as "ortgage may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be hadr urou into such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the fature in this pa agrap' mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at me inhest rate now permitted by Illinois law, when paid or incurred by Mortgages in connection with (a) any proceeding, including probate at a tankunity proceedings, to which the Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or now indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure bereof after accrual of such affect the premises or the security hereof. security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the 1 illowing order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are non-ed in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additions to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; for the any overplus to Mortagagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filling of a complaint to foreclose this mortgage the court in which such emplaint is filled may appoint a receiver of said premises. Such appointment may be imade either before or after sale, without notice, without not
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access tactors mall a comment. MICHARD WOJNIAHOWENERS TO BE SEEN OF THE SEED OF THE PROPERTY purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgages such sums as the Mortgages may reachiable feet the ment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgages, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of auch release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby
  - Mortgagors hereto, to the extent permitted by law, waive all rights of redemption.

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For Use With Note Form No. 1447. MORTGAGE (ILLINOIS)

CAUTION: Consults a service saling or acting under this form, Neither the publisher nor the seller of this form memoranty and memberitability or illness for a particular purposa, manually expect thereto, including any weithing of memberitability or illness for a particular purposa.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons are any time hereafter liable therefor, or intercept and their inability and their inability and their inability and their inability and all provided by the Mortgages, notwithstanding such extended variation or release.

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RICHARD WOS

the Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permises not

and available to the party interposing same in an action at law upon the indicate becound to the application for the mount would not be good

'appoint's receiver of said premises, Such application for such receiver and without negard to the solvency of made with the first said, without notice, without regard to the solvency of the said premises. Such appointment may be said premises further beciver of said premises or whether for same shall be then occupied as a homestead or not, and the same shall be then occupied as a homestead or not, and the same shall be then occupied as a homestead or not, and the said premises during the predict of said premises during the predict or not, as well as during a said and a deficiency, during the rents, issues and profits of said premises during the profits and the said of any further times when because the full statutory period of redemption, whether there be redemption or not, as well as during the profits and all other powers. Mortagagons, except for the intervention of said premises during the profection, possession, control, management and profits, and all other powers ing the whole of said period. The Court from time to time may authorize the receiver to apply the not income in his hands in payment in man profits and all other profection, possession, control, management and premises of the profection, possession, control, management and premise in payment in man profits and all other profection, possession, control, management in his hands in payment in man profection, or the indeptedness accured farreby, or by any decree foreclosing this mortgage, or any tax, special assessment or offer in part of; (1) The indebtedness accured farreby, or by and decree foreclosing this mortgage, or any tax, special assessment or offer in part of; (1) The indebtedness accured farreby, or by and decree foreclosing this mortgage, or any tax, special assessment of other and which may be no eccome superior to the literature or of secone superior to the literature of said enterior of any and the control of a sale and enterior of the control of the control of a sale and any or of secone said enterior of the control of the control o

gagora, their heirs, legal representatives or assigns, as their rights may appear. execute of any foreceds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all coats and expenses incident to the foreclosure proceedings including all such fitters which under the foreclosure proceedings incident interest recond; all other frems which under the following the following under the receipt of the proceedings in incident to the conditional to that evidenced by the another interest reference as free in provided; third, all principal and interest remaining unpaid on the fourth any overplus to Mort-specification as free interest remaining unpaid on the fourth any overplus to Mort-specification as the first rights and another their heirs least remementalism.

10. When the indebtedness hereby secured shall become die all she allowed and included as additional indebtedness in any suit to foreclose the lien hereof. Acre shall be allowed and included as additional indebtedness in the flern hereof. The shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred to be expended after ontry of the decree) of procuring all such as the state of the free may deem to be reasonably necessary solutions of the premiser. Torrens certificates, and similar data and assurances with respect . ...'e as Mortgagee may deem to be reasonably necessary policies. Torrens certificates, and similar data and assurances with respect . ...'e as Mortgagee may deem to be reasonably necessary policies. Torrens certificates. All expenditures and expenses of the ratio in the premiser. All expenditures and expenses of the ratio in the premiser of the title interest the premiser. All expenditures and expenses of the matter on a subject rate now permitted by United the Mortgagee which are the interest of the ratio of the connection with the Mortgage of the premiser. The ingless rate of the premiser. All expenditures and expenses of the ratio on a single permit of the title for the connection with a single of the premiser. The ingless rate on the premiser. All expenditures and expenses of the ratio on a single permit of the premiser. All expenditures and expenses of the ratio on a single permit of the premiser. All expenditures and expense of the ratio on a single permit of the premiser. All expenditures and permit of the premise of the ratio on a single permit of the premise of the permit of the p

A. Mortgagors shall pay each item of indebtednes the monitoned, both principal and interest, when due according to the ferms between "Achitte option of the Mortgage and without nouse. o Mortgagors, all unpaid indebtedness accured by this mortgage to the contra, when detault shall occur and continue for in this mortgage to the contra, when detault shall occur and continue for intrice days in the case of default in making payment of any interest on the contra, or of principal or inferest on the contra, or of any other series of any other agreement of the default of the contract of any other agreement of the contract of the contract of any other agreement of the contract of the contract of any other agreement of the contract o

8. The Mortgages making any payment nereby "altoribed relating to taxes or assessments, may do so according to any bill, statement or into the accuracy of such bill, statement or estimate or into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax i or cities or claim thereof.

The case of default therein. Merigagee may, but need not, make full or perform any act hereinbefore required of Morigagors in any, form and innered and any payment of principal or interest on prior encumbrance, cash and any, but need ind, inake full or partial payments of principal or interest on prior encumbrance, or settle any tax or assessment. All moreys paid for any of the purposes betten any tax and any of the purposes betten any tax or assessment. All moreys paid for any of the purposes betten any tax or assessment. All moreys paid or any of the purposes or contact may tax or assessment. All moreys paid or incurred to the purposes or incention in therewith, including attorneys feet, and any other moneys advanced by Mortgages to protect the moreys advanced by Mortgages to protect the more payment of the formal independences secured hereby and shall become immediately protect the more payment of the formal independence and with its creat thereon at the filter in or account of any default incremed as a waiver of any right actri ing to the Mortgages on account of any default incremed as a waiver of any right actri ing to the Mortgages on account of any default incremed on the payment of any other on the part of the Mortgagors.

6. Mortgegors r.i.al' keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire illathning and 'in storm under policies providing for payment-by the insurance companies satisfactory to the Mortgagee, coording replacing or reporting a yage of the fire or to the Mortgagee, such rights to be evidenced by the standard mortgage clause to be affactived policies, to the Mortgagee, such rights to be evidenced by the standard mortgage clause to be affactived by the standard mortgage clause to be affactived all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about deliver all policies not less than the mortance dates of expire shall delive renewal policies not less than the respective dates of expire, shall delive renewal policies not less than the respective dates of expire shall delive the contract of mortgages.

The Atlance in neusative Mortgagons are not in default either; under the terms of the note that bereby or under the terms of the principal of said note (in addition to the required payments as may or privited in said note.

Tespect of the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in tespect of the issuance of the mote hereby secured, the Mortgages and the Mortgages, and the Mortgages auccessors or assigns, families theorement to hold harmless and agree to incommity the Mortgages, and the Mortgages auccessors or assigns, say liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Histois deducting from the yalue of land for the purpose of taxation any part of the taxes of saccaments or changes of the Mortgager the payment of the whole or any part of the taxes of assessments or changing in any and the manner of collection of mortgages or debts secured by mortgages or the debt secured hereby or the mortgages in the property, or the manner of collection of saxes, so as to affect this mortgages or the debt secured hereby or the hortgages in the Mortgages, and pay such texts or assessments or the Mortgages therefor; provided, however, that if in the Mortgages, shall pay such taxes or assessments or capture. Mortgages therefor, payment or (b) the matrix of such postured the mort of mortgages are made or (b) in might be unlawful to remain amount permitted by law, then and in such event of such payment or (b) the matrix of such postured in the Mortgages may election of mortice in writing given to the Mortgagers, to declare allow the indeptional network of the indeption of network or or as and payable sixty (60) days from the giving of such notice.

Although the indeptional secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

Nortgagors shall pay before any penalty staches all general taxes, and shall pay special taxes, special sessesments, water charges, seed offer charges, and other charges, against the premises when due; and shall, upon written request, furnish to the Mortgagors applicate receipts therefor. To provent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

1. Mortgagors shall (1) prompily repair, restore or rebuild any buildings or improvements now or bereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics of lien not expressly subordineated to the lietofield) pay when due any indebtedness which may be secured by lien or charge on the premises superior to the discharge of the discharge user of such prior lien to the premises apprior to the discharge user of the discharge user of the discharge user of the discharge user of the discharge that the premises of the discharge of the

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#### VARIABLE INTEREST RATE RIDER TO MORTGAGE

This rider is made part of a certain mortgage dated September 19, 1990, given to secure a Variable Interest Rate Promissory Note dated September 19, 1990, wherein Mortgagor promises to pay the principal sum of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) together with interest thereon accruing from the date of said note on that part of the principal remaining from time to time unpaid at the "Initial Interest Rate" of 14% per annum. Said note provides for changes in the Interest Rate and in the amount of the monthly installment payments due thereon in the following manner:

- 1. INTEREST RATE. Interest shall accrue at a rate equal to the index (as hereinafter defined) from time to time in effect, plus five and three-quarters percent (5.75%) per annum until the entire principal balance is paid in full. Notwithstanding any provisions of the Note, it is the understanding and agreement of Mortgagor and Chrysler First that the maximum rate of interest to be paid by Mortgagor to Chrysler First shall not exceed the maximum rate of interest permissible to be charged under law. Any amount paid in excess of such rate shall be considered to have been payments in reduction of principal. The minimum rate of interest to be paid by Mortgagor to Chrysler First shall not be less than twelve and three-quarters percent (12.75%) per annum.
- 2. <u>DEFINITION OF INDEX</u>. The term "index" shall mean the published monthly rate of interest of the six month secondary market CD (certificate of deposit) rate as published monthly in the Federal Reserve Statistical Release G-13, rounded up to tre nearest one-quarter percent.
- 3. CHANGE IN INTEREST RATE The interest rate shall be adjusted using the index announced the month prior to the month in which the sixth and twelfth monthly due dates fall, and on those same dates from time to time until this Note is paid in full. The interest rate will increase or decrease directly with any change in the index.

Chrysler First shall mail to Mortgagor a notice by first class mail if the interest rate is to change. The notice shall advise Mortgagor:

- (i) the new interest rate,
- (ii) the amount of the new montaly
- payment, and
  (iii) any additional matters which Chrysler First is required to disclose to Moregagor.

However, any failure on the part of Chrysler First to provide such notice, shall not forfeit the right of Chrysler First to change the interest rate in accordance with the terms as described length.

4. EFFECTIVE DATE OF NEW RATE (CHANGE DATE). Each change of the interest rate hereunder, if any shall be effective on the due dates of the sixth and twelfth monthly payments and on those same dates from time to time until this Note is paid in full. If the monthly payment changes as a result of the change in the interest rate, the monthly payment will change as of the first monthly payment due after the change date.

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#### VERIABLE INTEREST PAYS

This rider is made part of a certain mortgage deted September to. 1990; given to secure a Variable Interest date Promissory Nota date! Segtember 19, 1990, wherein Mortgagor promises to pay the principal sow of ONE HUNDRED FIVE PHOUSAND AND WOLLDS DOUGHRS (\$105,000.00) together the English the date of the last of the part of the principal remaining from time to time unpaid at the "initial interest Sact" of the per annum. Said note provides for changes in the loctrest eate and in the amount of the monthly lingtelly my rects due thereon in the following manner:

- 1. INTEREST RAPE. Interest shall scenue at a rate coust to the rate of the terms of the start of the start and the start of the start o three-quarters percent (5.75%) par annum until the enviro pricely and is baid in Enll. Notwithstanding any provisions or the confidential in Enll. Notwithing and agreement of Martgagor and Chrysler First of the maximum rate of interest to be paid by Martgagor to Chrysler Circle and mostmum rate of interest permissible to be carred under the maximum rate of interest permissible to be carred to be confidential. been payments in reduction of bringhol. The minimum rate of interest to be paid by Mortgagor to Chrysler First shall not be less than twelve and three-quarters percent (12.75%) per annum.
- 2. DEFINITION OF INDEX. The term "index" shall roan the publiched monthly rate of interest of the six month secondary correct ( for element of deposit) rate as published monthly in the Federal Reserve States Release G-13, rounded up to the nourset one-yarrer werent.
- 3) CHANCE IN INTEREST RATE, The interest to the shall be adjusted using the Index announced the wonth prior to the mapth in which the sent and twelfth monthly due dates fall, and a those same dates from turne to time until this Note is paid in full. The interest rate will increase occase directly with any change in the index.

Chrysler First shall mail to Mortgagor a udaled by tirst class mail if the interest rate is to tinger The notice shall adviso Mortgagor:

(1) the new interest rate,

the amount of the new monthly 。《汉文法》

payment, and ary additional matters which Obrysler river 生主士

to required to disclose to Mortgagor:

However, any farance on the part of Chrysler Micht in crossion notice, shall not correct the right of Ontysler First to change the interest rate in accordance with the towns as described herein.

4. refret as DATH OF NEW RATE (CHANGE DATE). Then change of the interest rate bersimder, if any shall be effective on the due dates a the sixth and two life mouthly cayeents and on those same dates from time to time until this Note is paid in full. If the monthly payment change at a seault of the change in the interest rate worthly payment change reault of the change in the interest rate worthly payment will change as of the first monthly payment due after the charge date.

- 5. TYPE OF LOAN. IT IS UNDERSTOOD THAT THIS MORTGAGE SECURES A VARIABLE INTEREST RATE LOAN AND NOT A FIXED RATE LOAN.
- 6. PAYMENTS. Payment of principal and interest shall be paid monthly on the 19th day of each month beginning thirty (30) days from the date hereof, and a final payment of all accrued interest and unpaid principal shall be due and payable on September 19, 1992. The initial monthly payment will be in the amount of \$1,263.95. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER MONTHLY PAYMENTS AND DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER MONTHLY PAYMENTS. The amount of the monthly payment will always be calculated so as to be sufficient to repay the principal outstanding and all interest thereon in full and substantially equal payments in 300 months from the date of the Note. In setting the new monthly payment amount on each change date Chrysler First will assume that the interest rate will not change again prior to the final payment date.

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en the 19th day of each month beginning thirty [100 days [100] the core shall be leach month beginning thirty [100 days [100] the leach and payment of all accrued interest and universal property of all accrued interest and universal payment will be in the amount of \$1,262,482, The fritial correst with the interest and the payments are universally always in accurate notice of the payments are universally always in calculated so as to be suificient to the each the outstanding and all interest thereon in full and substant; it is notice in payments in 300 months from the date of the book. In sett in months from the date of the book, in sett in monthly payment amount on each change date of the first will contact the date of the first will contact on each change date of the first will contact on each change date of the first will contact the contact of the first will contact the contact of the first will contact the contact of the first will account the contact of the first will contact the contact of the first will account the contact of the first will account the contact of the first of the first will account the contact of the first will account the contact of the first contact of the first

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#### RIDER

- A. ACCELERATION UPON TRANSFER. If all or any part of the premises or an interest therein is sold, transferred or assigned by Mortgagor or Mortgagor places any subordinate liens on the premises without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all sums secured by this Mortgage to be immediately due and payable.
- B. ASSIGNMENT OF RENTS. The Mortgagor hereby sells, assigns, transfers and sets over unto Mortgagee, as trustee, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the grantee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee hereir, upon the property described, and the undersigned hereby appoints irrevocably the above mentioned Mortgagee its true and lawful attorney in its rame and stead to collect all of said rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases or agreements, written or verbal, existing or hereafter to exist, for said premises, and to use such measures, logal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such rents, issues and profits or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every rights, privileges and powers herein granted at any and all times hereafter without notice to the Mortgagor herein, their successors and assigns, and further with power to use and apply said rents, issues and profits to the payment of any indebtwhes or liability of the undersigned to the said Mortgagee, as trustee, or its successors or assigns, as the holder or holders of said indebtedness due or to become due under and by virtue of the herein mortgage, and also to the payment of a
- C. No Toxic Wastes. Mortgagor represents that there are no toxic wastes or other toxic or hazardous substances or materials being generated, stored or otherwise used or held on, under or about the Property, or being transported to, from or across the Property, by Mortgagor or, to the best of Mortgagor's knowledge, any other person, and Mortgagor shall at no time permit the same. Mortgagor represents that it has not, and to the best of its knowledge no other person or other entity has, released or otherwise discharged any such wastes, substances or materials on, under or about the Property. In the event that any such wastes, substances or materials are her after found or otherwise exist on, under or about the Property, Mortgagor shall take all necessary and appropriate actions and shall spend all necessary sums to cause the same to be cleaned up and immediately removed, and Mortgagee shall in no event be liable or responsible for any

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#### HIDER.

A. ACCELMBATION TWON TRANSFIRE IT all or any park of the counting innormal characters of the sold, bransferred or assigned by Mortunger et all and places only subordinate lient on the premises without Mortungers et all written consent, Mortunger may, of Morbunger's option, declare et escured by this Mortunge to be inmediately due and payable.

B. ASSIGNMENT OF RESTS. The Morreagor bereby sells, assigns, the land and sets over unto Morreagnes, as thusten, all the rents, issues the new due and which may becasted become due under or by virio whither written or yerball for any lighting of, or any agreement for the mon or occupancy of any part of the premises hereles feer deers to have been heretofore or may be hereaften made or sarond to see made or agreed to by the granter borels under the power torus being the Intention to hereby establish an absolute transfer of of all such leases and agreements will the such leases and agreements grantee herein, upon the property described, and the uncertifications irreproperty the appoints forest attorney in its name and stead to college all of said over profites againfunction accounting at any time horserfor, end all may herealter become due under each and every of the large wiltten or vorbal, brigting or hereafter to exist, for to use such measures, legal or equibable, as in ire deci-seemed proper or necessary to culouse the payment of or our rents, issues and profits, or to recure and mainter for the premises or any portion thereof and to fill any sold were rent. The second of the and every rights, privilledes and powers here as granted it as and and study without notice to the Mortgagor Angels, their successed assigns, and further with power to use at any unity said rents, is a supplied to the payment of any indebtedness or liability of the new colors. rd chestant Mortegae, de trueses, or late socieses or services or entitle. A comment holder or holders of said indebtedness due on to become one welco and the virtue of the horein mortgage, and that to the payment of the care and management of said preguses including terms and sand the face of and the interest of encumbrances, if any, which may in said attributed proper and addisable, hereby ratifying all that attributes say do by virtue her rea.

G. No Toxic Wastes. Mortgigor represents that there are no to condition of hazardos aubstances of waterials being governous at otherwise used or held on, under or about the Property, of held franceported to, from or across the Property, by Mortgagor's kindedne, any other person, and Mortgagor shall at the same. Mortgagor represents that it has not, as to it is less knowledge no other person or other antity has not, as to it is discharged any such wastes, substances or received frogerty. There event that any such wastes, substances or savent her found or other not under or about the foundation of the mortgagor shall take all necessary and appropriate actions and insection all necessary small is not cleaned to captured the removed, and startgagoe shall is not event be liable or responsible for combyed, and startgagoe shall is not event be liable or responsible for combyed, and startgagoe shall is not event be liable or responsible for combyed, and startgagoe shall is not event be liable or responsible for combyed, and startgagoe shall is not event be liable or responsible for contacts.

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costs or expenses incurred in so doing. Mortgagor represents that no portion of the Property is within two thousand (2,000) feet of a toxic waste or hazardous substances problem, or is otherwise subject to any "borderzone" legislation or other restrictions on the construction, sale or occupancy of residential dwellings under any of the laws described below or other environmental protection laws. Mortgagor shall at all times observe and satisfy the requirements of and maintain the Property in compliance with all federal, state and local environmental protection, occupational, with all federal, state and local environmental protection, occupational, health and safety or similar laws, ordinances, restrictions, licenses, and regulations, including but not limited to the Federal Water Pollution Prevention and Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300f et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) the Clean Air Act (42 U.S.C. Section 7401 et seq.), and Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. Section 9601 et seq.). Should Mortgagor at any time default in or fail to perform or observe any of its obligations under this Paragraph C, Mortgagee shall have the right, but not the duty, without limitation upon any of Lender's rights pursuant thereto, to perform the care, and Mortgagor agrees to pay to Mortgagee, on demand. to perform the same, and Mortgagor agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection therewith, including without limitation reasonable attorney's fees, together with interest from the date of expenditures at the Default Rate specified in the Note. Mortgagor herely indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any loss incurred by or liability imposed on Mortgagee by reason of (1) Mortgagor's failure to perform or observe any of its obligations or agreements under this Paragraph C, or (ii) any of its representations under this Paragraph C having been materially incorrect, including without limitation any and all attorneys' fees and costs incurred in connection with any lawsuit or court action, or any proceeding before or involving any state or federal or other regulatory agency or other governmental agency. Mortgagor further agrees that it shall indemnify, defend and hold Mortgagee harmless from and against any claim, action, suit, proceeding, loss, cost, damage. liability, deficiency, fine, penalty, punitive damage or expense (including, vithout limitation, attorneys' fees) resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any hazardous or toxic wastes or materials on, under, in or about, or the transportation of any such wastes to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of hazardous or toxic wastes or materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense (including without limitation all post-foreclosure cleanup and removal costs and expenses arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damages, compensation for lost wages, business income, profits, or coler economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment. The obligations of Mortgagor and the rights of Mortgagee under this Paragraph C are in addition to and not in substitution of the obligations of Mortgagor and rights of Mortgagee under the laws and regulations cited above in this Paragraph C, and any other similar

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costis or expenses incurred in so doing: Moragagor represents that me portion of the Property is within two thousand (2,000) feet of a toring waste or hazardoss substances problem, or is otherwise substances problem, or is otherwise subject to a "bonderrane" legislation or other restrictions on the construction, with a bound of residential dwellings under any of the leve described become a other environmental protection laws. Mortgagni ebell at all fire the very and koylair tha roquirements of apd maintalli the Physicky in complice with all referal, state and local environmental judeption, o curations. health and safety of almiler laws, ordinances, restrictions, licenses, rejulations, licenses, and rejulations, including but not lamited to the hearral water following. Serieventage hear and control we to the less of the less of the less of the lamited and necessary and law 11.8.0.0 Section 1251 of ser.). Less of conservation and necessary act (47.11.8.0.0 Section 1907 of ser.). Consessation water Act (42 U.S.C. Saction 3001 et seul), Foright Section 3001 et seul), Foright Section 3001 et seul), Foright Section 7401 et seul), and Comprehensive Engironmental Section Compensation 7401 et seul), and Comprehensive Engironmental Section Compensation and Liability Act (42 U.S.C. Section 2001 et seul). Morregagor at any time default in or fail to perform on observe Morregagor at any time default an or tall to person described to this laragraph C. Morregages shall have the said, this daty, without lightation upon any of Lender's rights puresunt to the partion the same, and Mortgagor agrees to pay to Mortgagor, on he said. To see same, and morraging agrees to pay to Mortgagor. On he said, the same and the managed to some consecution of the consecution of the consecution of the consecution of the consecution. all costs and expensed incurred by Mortgades in consection (territies including mithout limitation reasonable attorney's tree tracents. interest from the date of expenditures at the Calanit etc of the Solinit etc of the Solinit etc of the Solinit etc of the Solinit etc.

Note: Mortgagor hereby indemnifies Mortgages and econocients to the solinites incurred by or 1. Mortigages by reason of (i) Mortigagor's fatings to realism to the contract to representations under this Paragraph C bawing reed asterior in the control of the in connection with any leventh of court act of or any product to the connection with any leventh of court act of any product and any state of federal of other requiremental agency. Mortgagor further access that it as all in the descend and hold Mortgages harmings live and and hold Mortgages harmings live and system and court any cleic. mily propeding, lass, bosty dimege, hishility, deficiency, tipe, color nully proceeding, sees, were promise in the control of the control such wastes to or from the Reoresty, or the violation, or illered violation, of any ataute, ordinance, order, pulo, requirion, reimit judqment or libense relecting to the dise quirecton, release. The storage, different or telease. storage, algebral or etalish tation of destrons of the first and a section of the material on, under, in a about, to or from the freperty. This is a shall include, without limitation, any damage, limitation of punitive damage, cost or expense (including without limitation of post-foredlasure classon and removal costs and extenses) arising the but of any claim, arthor, suit or groceeding for personal in or elections sickarss, disears or death), randible or intangible or orderly or order compensation for this veges, business income, profile, or order alogs, damage to the order and loss, damage to the interest or order. boliution, contration, teak, spill, ratease or other adverse will or on the englrowie t. The obligations of horogams and the addite of more, que under this Paragraph C are in eddition to and not in substitution of the requiations dited above in this Paragraph C. and any other similar

applicable laws. The obligations and indebtedness of Mortgagor, and the rights of Mortgagee, under this Paragraph C and the laws and regulations cited above in this Paragraph C, notwithstanding anything contained herein or in any other document or agreement which may be construed to the contrary, shall survive the foreclosure of this Mortgage, the repayment of the Loan and the termination of the Note and other Loan Documents. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws or regulations, or any other present or future environmental or other similar laws or regulations.

- D. ADDITIONAL MORTGAGOR OBLIGATIONS. Mortgagor shall furnish to Mortgagee:
  - i. Such information regarding business affairs and financial condition as Mortgagee may reasonably request from time to time;
  - ii. Within 90 days after the end of each fiscal year of Mortgagor, Mortgagor shall deliver to Mortgagee complete financial statements setting forth all details of the operation of the Mortgage Property, including an Temized list of rentals and expenses on the Mortgaged Property, a profit and loss statement, balance sheet and reconciliation of surplus, which statements shall be certified by Mortgagor and, if Mortgagee shall require, by an independent certified public accountant acceptable to Mortgagee. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Mortgagee's request, a rent schedule for the Mortgaged Property, certified by Mortgagor showing the name of each tenant, and for each tenant, the space occupied the lease expiration date, the rent payable, and the rent paid.
- E. TAX ESCROW OPTION. When requested by Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the monthly payments of principal and interest payable under the terms of the Note secured hereby on the date set forth therein for the making of monthly payments until such Note is fully paid, a sum, as estimated by Mortgagee, equal to the taxes and special assessments next due on the Tramises covered by this Mortgage, plus the premiums that will next become due, and payable on insurance policies divided by the number of months to clapse before one (1) month prior to the date when such premiums, taxes and special assessments will become due. Such sums to be held by Mortgagee to pay such premiums, taxes and special assessments or, upon presentation of receipted bills therefor, to reimburse Mortgagor for such payments made by Mortgagor. Such payments, hereinafter referred to as "Reserves", are to be held without any allowance of interest or dividend to Mortgagor and reed not be kept separate and apart from other funds of Mortgagee. Mortgagor agrees to deliver to Mortgagee all bills and notices relating to such taxes, special assessments, and insurance policies within fifteen (15) days of Mortgagor's receipt of same. Mortgagee shall not be liable for any initiare to apply to the payment of taxes, assessments or insurance premiums any amounts deposited as Reserves unless Mortgagor, while no default exists hereunder and within a reasonable time prior to the due date, shall have requested Mortgagee in writing to make application of the Reserves on hand to the payment of the particular taxes, assessments or insurance premiums for the

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applicable laws. The obligations and indebtedness of Mortgagor, so the rights of Mortgagor, and this Paragraph C and the lays and required or intended above in this Paragraph C, notwithstanding only the control of this Paragraph C, notwithstanding of constraint of the contract, and lact decument or agreement which may be constraint to the contract, and the hermination of the Note and other ions country. As used herein, the reims "tesio" of "hauardous" wasten, whether the reims "tesio" of "hauardous" wasten, whether the control and if there is not required by any of the above eited laws or regulated by any of the above eited laws or regulations, or any other present or future environmental or other similar laws or regulations.

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payment of which such Reserves were made, accompanied by the bills therefor. All payments required under this paragraph and all payments to be made under the Note secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagor each month in a single payment to be applied by Mortgagee to the following items in the order set forth: (i) such taxes, special assessments, fire and other hazard insurance premiums; (ii) indebtedness hereby secured other than principal and interest on the Note; (iii) interest on the Note secured hereby; and (iv) the amount required to amortize the principal of such Note (if any is then due).

The arrangement provided for in this paragraph is solely for the added protection of Mortgagee and entails no responsibility on Mortgagee's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Mortgage or sale of the Note secured by this Mortgage by the Mortgagee to any third party ("Assignee"), any Reserves on hand shall be turned over to the Assignee and any responsibility of Mortgagee with respect thereto shall terminate. In the event of a default in any of the provisions contained in this Mortgage or in the Note, Mortgagee may, at its option, without being required so to do, apply any Reserves on hand on any of the indebtedness hereby secured, in such order and manner as Mortgagee may elect. When the indebtedness hereby secured has been fully paid, then any remaining Reserves shall be paid to Mortgagor. All Reserves are hereby pledged as additional security for the indebtedness hereby secured, and shall be held in trust to be irrevocably applied for the purpose for which made as herein provided, and shall not be subject to the direction or control of Mortgagor.

- F. RIGHT OF INSPECTION. Mortgagee and any persons authorized by Mortgagee shall have the right at any time upon reasonable notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.
- G. MAINTENANCE OF MORTGAGED PROPERTY. Mortgagor shall keep and maintain or cause to be kept and maintained all suildings and improvements now or at any time hereafter erected on the Mortgaged Property and the sidewalks and curbs abutting them, in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property, without the prior written consent of Mortgagee; and shall not permit the Mortgaged Propert, to become vacant, deserted or unguarded. Mortgagor shall not permit any lien or claim to be filed against the Mortgaged Property or any part thereo, Mortgagor shall have a period of ten (10) days from the date of such filing to cause such lien or claim to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

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