RECORDATION REQUESTED BY:

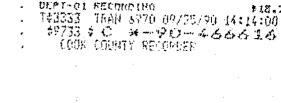
FIRST NATIONAL BANK OF NILES 7100 WEST OAKTON STREET NILES, IL 60648

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK OF NILES 7100 WEST OAKTON STREET NILES, IL 60648



FIRST NATIONAL BANK OF NILES 7100 WEST OAKTON STREET NILES, IL 60648



90:56616

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED SEPTEMBER 22, 1990, between JUDITH A. DONASH, A SPINSTER, whose address is ONE VILLA VERDE DRIVE LINIT 1-306, BUFFALO GROVE, IL 60089 (referred to below as "Grantor"); and FIRST NATIONAL BANK OF MILES, whose address is 7100 WEST OAKTON STREET, NILES, IL 60648 (referred to below as "Lender").

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

PARCEL 1: UNIT NUMBER 1-306, IN VICIA VERDE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATI: FART OF VILLA VERDE, A SUBDIVISION OF THE SOUTH 670 FEET OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BUFFALO GROVE, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1972 AS DOCUMENT NUMBER 21765265, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 26700515, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND THE TENEMENTS AND APPURTERANCES THEREUNTO BELONGING, IN COOK COUNTY, ILLINOIS PARCEL 2: EASEMENTS APPURTEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE UMBRELLA DECLARATION FOR VIELA VERDE DATED JULY 22, 1983 AND RECORDED AS DOCUMENT NUMBER 26700513 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST 57523 TO JUDITH A. DONASH DATED MAY 6, 1983 AND RECORDED AUGUST 23, 1983 AS DOCUMENT 26745555 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as ONE VILLA VERDE DRIVE UND 1966 BUFFALO GROVE, IL. 60089. The Rual Property tax Identification number is 03-07-201-019-1044.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Exiating indebtedness. The words "Existing indebtedness" mean the indebtedness described below in the Existing indebtedness section of this Mortgago.

Grantor. The word "Grantor" means JUDITH A. DONASH. The Grantor is the mertgager under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to antorce obligations of Grantor under this Mongage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and llabilities, plus interest thereon, of Grantor or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable Individually or jointly with others, whether obligated as guaranter or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise

\$18,25

When recorded many 70;

Ü

First national danic of Miles 7100 WEST CANTON STREET MILES, IL KONSH

SEND TAX NOTICES TO:

FIRST NATIONAL BANK OF MILES THE WEST DAKTON STREET HILES, IL 60640

SPACE ARROY ARROY THE LANGEST AND SECURED OF FILE

MORTGAGE

this mortgage is dated september 22, 1990, between Judith al Donasts IS ONE VILLA VERDE DRIVE UNIT 1-308, BUFFALO GROVE, IL 9008 (845.) FRST NATIONAL BANK OF NILES TORGER address is TICK WEST DAKLOW to below as "Lender").

> CHART OF MORTGREEK. For remaining consideration, Counter majorges, was sele in and in the coloration are because in the property of consequences with all the colorates are colorated. collected called their pares are some some and appropriate and the collected the collected and the col ighas had all abbr policy combler, and reads strong to the read a service of the More (1909) and reads as a service (1909) for an experience (1909

PARCEL II UNIT BURSER 1-30E, M VILLE VORDE THE POLLOWING DESCHIBER REAL ESTAIL STYPEES OF THE MONTH FAST IS OF TO TEAD IT BOMAR ACCORDING TO THE SELF THEREO IN COOK COURTY, ILL MOIS, WEICH YARRY SEL CE GLICHOPER MURRAPORNOS 400455 200 115. 16.00 AS DOCHMENT NUMBER 80 OCOR CUURTY ILLA PARCEL I AS SET YOUNG IN THE UNIVERSE OF ONE AND RECORDED AS DOCUMENT NUMBERS COMOUNT NUMBERS PER CALCACORD TO VERSECO ESPET ONA MESE LAMORTAN A. DONASSE SPIED NEV S. 1600 AND SECONDED ABOUT imgress altregress in cook occasiv. Illihois

the Roal Progress of its address is commenty hoters and the े प्रेरंकु सिवार, विकास पर क्रांबर क्रिकारी स्वयं त्रिक र वर्षे और इस १५५ वर्ष मान GROVE, IL 800321

country interpreted the property and all the comments of the property of the property of the property in the contract of the property in the contract of the property of the contract of the property of the contract of the c pidellicht. Geografiche in Lagender Unitarie Gerimse dal Carlice south impress from Personal er ege

DEPINITIONS. The followber where end from the tillswing examings when itself to the course the first of the the control of the last of introducing the medical establishment and a stable of bodied and intermediate and beautiful the control of the con magey at the United States at Armenia

Exteding Indebtuningson. The widde "Excling Independenced" medic India India Eddiness excentive sector (* 1 - 4 oddes o desc Mendags

Grantier. This word Grahen' received 1997PP A. HORNEM That Grantie V the creek leave up bet the root e

Commentary and the tributed of a commentary and probabilistic of the analysis and the first art the commentary Beenbeichauf bill dier nothäutres

The word "Ingresements" means with the best softed between the cooling to the Cool embergas, mondy bonnes attaunt on the Baut fresherft, tecallules, entallicate and late a acceptance and recover

ेकीर राज्ये कर्ते १ एक राजने वर्षा वर्षावर्तिक व कर करानारको १४ एक अवस्मानीहरू राज्य व राजना । यह अवस्मानीहरू i rependanti piere a tempera en en etaren eta etare en un permit in again for as many after a processory to the are the a constitution

unanforceable.

Lender. The word "Lender" means FIRST NATIONAL BANK OF NILES, its successors and assigns. The Lender is the mortgages under this

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

Note. The word "Note" means the promissory note or credit agreement dated September 22, 1990, in the original principal amount of \$12,704.50 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and aubstitutions for the promissory note or agreement. The interest rate on the Note is 11.000%. The Note is payable in 120 monthly payments of \$175.04. The maturity date of this Mortgage is September 27, 2000.

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

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

Real Property. The words "Real Property" mean the property, Interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, excitity agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

Rents. The word "Rents" manip all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

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

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

Hazardous Substances. The terms "hazardous waste," "hazardous substruct," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Er./rumental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1988, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, of seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations ad opted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously risclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened research of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Crintor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or rolease ray hizardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable faderal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Sentor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to entermine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposus only and shall not be construed to create any responsibility or liability on the part of Lendor to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to Indemnity and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indomnity, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

Removal of Improvements. Granter shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least oqual value.

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

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

listenior castile.

Lendas, "This wind "Landar" makes FIRST WATIONAL BANK DV WILLU, AS Sciences and windows should be desired.

Montpaga. Tha word "that capa" name tha blongaga bankoan Camp, and Luides, and national material capacity to the capacity factors from the frankound flaggary and floors.

21016. The ward "data" average four amodes are noted or tradit appeared minds superaded by the company of the company of the 2.704.50 from Grants to Landel, tagadhir with all requests all principally and each of the company of the visual and the company of the

Purennal Preparty. The when Thomasia Planeny' much et algopreum begann ein gegrunden en gangen. De gangen de g By Geordan auch er den de hendelber allegened de alberd to the flesh Preparty et anglegen eine en gegenen et d and all detailfilieber for, den it en form property algo depthe with an production (expense) and en gangen (expense) programa) fluir and and and on albert limposition of the Property.

Property. The were "Presently receive colorability for Road Emphy and the Eurocke Every

Front Proporty. The words "Page Schools" among his proporty, increase and is a constant to the

Figured Noblemonio i Pide veside Thiologi Estaurbine i digir i digir i estau i valti di estau altinomento, quarantida, encrusy aquipmeltine interprepal decess of maximum con the estaurbine primurg instauran in committen with Thiologi in terribedecars of Lucies

> Routs (The word "Open evenus all provide and but the track beauty to be the en-Presently,

THS MORTLAGE, MCLUMAG THE ASSIGNMENT OF ARMITS AND THE GOTOFFER OF THE ARMITS FOR THE ARMITS FOR

PAVINCHT AND WINTOTHANGER. Encope as sobserve provinced in the biful colors of some and shown in the solution of some

FORDERSANDA AND MAINTE HANGE OF THE PROPERTY. CHARGE ARREST OF THE COLORS

Peoplesision and ties. Thus in ditabil, Greeks case terms per the experience of the content of the state of the content in the state of the content of the c

Dury to Klaimsaim. Caranter reconstruction that trapperty to gray our or a re-

The control of the second of t

(A) Single Properties of States of States and States of States

intercept teachers to according to one of the parties of the parties of the control of the contr

्र के भारत कर कर है। यह स्वतंत्र के स् इस के भारत कर के स्वतंत्र के स्वतंत्र

en i kinger om den mit (d) i smømme en i en og ha hi om a smæmfinn omhå

Assembly the Africa Back of the high such Complete the time which progress the first her seem the wave term material respect to the first of

When his provided and the common of the comm

The state of the s

en de la proposition de la company de la proposition de la company de la company de la company de la company d La company de la company d La company de la company d

Mahampa <mark>Montes. Ge</mark>nnos cies en eneral proposada proposada portenta ministra en estado en en en en en en entre C Prantera estado hamen estado hais parte en eneral plante por períodos hechados, ciencia en el como entre en en O mahampa ministra en entre en

<mark>Admineral of Impeljeramenta.,</mark> Cadren oladi lah dremilike er amber kaj kaj est rivare komara litar is grava pro rebiskoj likaje ebedikan lo Molene este et erig Improvima, pender gera pagantas kita ala metro ukan la untarat Pakih liter sendembi listri dragbendok likat ti kan terpiskendo.

kanser a flight to flator. We says now the messis and appropriately the last age and his first flow to a lander before the constant and appropriate for samples of the same appropriate for the constant of th

Complicacy with thousemental hardinable fill this constitution of the complete comply paint. It is the fill of the complete complete paint of the fill of the fill of the complete construction and the fill of the constitution are subject to the constitution are the constitution are the constitution are the constitution of the

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

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

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroli taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lander under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as other, ise provided in the following paragraph.

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

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

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

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

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

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

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

Compliance with Existing indebtedness. During the period in which any Existing Indebtedness described below, is in effect, compliance with the Insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of incur are requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing indebtedness.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Granter shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property. Grantor, in lieu of establishing such reserve account, may piedge an interest-bearing savings account with Londer to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or piedge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or amit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indubtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Granfor. All such expenses, at Lender's option, will (a) be payable on demand. (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be

INOFFICIAL COPY

Burket to Proceeding. The earlier agreement had been exceeded in the process of the form of the following to

DALLO OF BALL CONTROL OF THE PROPERTY AND A PROPERTY OF THE COLD O with an arrange of material the longs, i.e. result within the consistent of a first way with a aproposition of the contraction of RVO (temposity of a profile for a feet from the contraction of and the control of the first that the story of the control of the to a contract the same and the contract the same and the $(A_{1},A_{2},A_{3},A_{$ जानेबर मा<mark>लीपानी की दावाधार</mark> करायी का ही है। है के दावाधार हों में स्वार्थ की के कार्य के प्रतास कर है के कार का क cost on chear his chromating in contagnition will be \$10.50) because a residence and mode cas restail par as well accused and probabilistics of autocome apply to account you branches

TAKES AND LISTIG. This firthward provides a critical in that own will laid and this tray of the could also train

Paymond, Grands while easy decay and fined in activability, not to dedictioned it is based in the other of the Control of don't give a service abaignee email agreet he on accourt de le ber Benedele sere cleverge, c'ore con conservic nongreed on acceptation on out the trapecty. Theorem will be discussive the month to the order to be a service of Control of the party of the time the time that the time that the control of the party of the time of the control of the time of the control o stephing on greatilet du til belavord lieberouto en negloo

Biggit Fo Contest. Errosythau whateld paleeded of the legic of transit. tisk with the received from the charge through the control to be parted in section by on a figure of mother tradition may be to use on the contract with exclusions The Control of the Co to the See Gentle Orac Device stills made give one provide all the the contract of the contract o und in the per site of the end of the period and the control of th

en ik mies di er enode il kilotto oli iytimokat mangemiga juh osmintun Photoco of Consequences. There is better by the continue to the plant

enables are considered as the first one of the contract of the contract of the contract of the contract of the I of appears Wheated in the course means they when the intelligence disstore have regard globerts made

CONTRACTOR IN THE PROPERTY OF THE STATE OF T

Entained of Rangent. Teach a not open county over a transcript

Loan No 3789340

is the consistence of the School and a second second bill educations and an extra rock but offer the areast suspensibless. adhirean an eag, sectival of thomson and The magnetic Whatever an year of his section to the feet was a partial to be the probability of

Applied the deliberation ्रा अल्बंबी ज्ञान हर हता है है है। discontinued to purpose up their THE PARK OF THE WORLD HER HOUSE Professional Committee for the section →X1 or ballateros for see ishay) dreimska utstilla. I sedd defines gegan stillerg Gerada med i sedd dai'n bruman left en ering

กระเทศ เกราะ 🥫 เป็นสายสมาชาน สาย<mark>สัญญา</mark>ติ Martykya ja akty to oko je koja ob krakte site pod setali. Uki tekti.

Compilered with the forming med transfer to Build the province of a sec- (2) ปัจจับประชาชายาสเพราะ คายาสเพราะ สามารถสายาสเพราะ สามารถสายาสเพราะสมารถสายาสเพราะสมารถสายาสเพลาะสมารถสายาสเพราะสมารถสา สายาสเพราะสมารถสายาสเพราะสมารถสายาสเพราะสมารถสายาสเพราะสมารถสายาสเพราะสมารถสายาสเพราะสมารถสายาสเพราะสมารถสายาส 18 1 (July 1 real word our delineation to be distinct and the properties of the

TOWNSHIPS CONTRACTOR OF THE ACT The allowers of the water that will be well a about our to be the particle of the surrenge one politica propriata and community to the company of relations that make with the late and the region transaction of the same copyright annieur is de rates di l'originalisse. type til koli fritt fra havde skrigt skrift den blade skrigt skrigt som brokken. is more to the professional to the fire and the state of the professional transfer and principles of the state Examples of the control of the process of the control of the contr to reaction of a first field a reduced their country to come uping an approve deposite our more sequences. to be the many day of a brown produced on the marks, and basic high productions of personal r es una corteir en capes, atque negge bine naporella de brons son es com reserve de sel con com se preserve c park of North as a co

paragram continues via control in control being the bongs, with the prophilic out grounding and the control of the control of To 2001 with the sound from Edmonary and the productionary of models (see the second configuration configuration being as ng dengang inggal mag but opat ng be majarang kika ang sake utak dan langar dan dan kanang pangang ng now his most all that take charged crafter the bold for this data was not in the formal as the contract is abouted that it borto do not controll the skilling and (a). Her more principles, A stephe you like the graf the first and the second people to expressively Resemblished treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

EXISTING INDEBTED NESS. The following provisions concerning existing indebtedness (the "Existing indebtedness") are a part of this Mortgage.

Existing Lien. The fiel of this Mortgage securing the indebtedness may be secondary and interior to an existing lien. Grantor expressive covanants and agrees in pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments avidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lander, the indebtedness secured by this Morigage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Granter shall not enter in any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that across rent is modified, amended, extended, or renewed without the prior written consent of Lander. Grantor shall neither request nor accept any full re advances under any such security agreement without the prior written consent of Lender.

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

Application of Net Proceeds. If all or any part of the Proceeding or purchase in lieu of condemnation, Lender may at its election require of at all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the tward shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this $\sqrt{r_0}$ a of Montgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized of regulard to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Londer or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Canalan

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgags, this event shall have the same of effect as an Event of Default (as defined below), and Lender may exercise any or all of its evallable remedies for an Event of Default as provided as below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided abo (1) the Taxes and Liens 🚓 section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

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

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

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates,

indiest as a become permann although the oder was asyation at the liadure manage. It is designing and a second only a provided tomer not consumer to that its in any soon by super capacity and indicates a reliable and on t Any outh explored springer and not be incorred in annal the delical as or his bast billing force and the consumer.

CLASSIANT'S DEFENSE OF TITLE. The following principality in adjusting of the Eugenia and the contraction of

This. Chanter venuality that (a) Grender beldingsouthed presented which resources the secure of the concept anounties than they a set to the Shep Regardy desirington or the contract of the contract for the set of the secure of

Defence of TVLet Subject to the experient is the property chieve transportant and the subject of the subject of the expension classes of the expension of the e

Compilande, Willi Lane. - Cliende warthist first flastery and estation of the extension of the extension ordinaries, and requesions at governments antication.

existing hineratedness. The largest provided beside the section of the content of the content of the content of

Estating Lien. The tiest of their islanding relating for a subject of the map in the constant of the constant of the constant is a second of the constant of

Definally. If the permitted of any entrologistic of purity of any least the permit of response the second of any of the second o

He Machinearum. Cheerlan disab and anter line and dimensor (with its creative of the house of the house products of the house products are supported by with a bit is given and a constant of the supported by the constant of the constant

Consideration Title. The projecting projections consulty to mendion ender or on a con-

Application of the Proceeds, It at its bost page of the George of the property of the following of the Proceeds of the Procedure of the State of the

Pradosatings of also proceedings to collection to libral lights and and progress on a legal to some expensive of all and the collections as a control of the collection of the

PAPOSHTON OF FARES, VOICE AND CHUNDING BY UD BECAUTE AND APPROXIMENT OF SECURITY OF SECURITY OF SECURITY OF THE OBJECT OF SECURITY OF THE OBJECT OF THE OBJE

* **Christin Faces, Fram and Christi**ng and Christing and Apriliance and additional electrical for the control of the Christian and Christian a

Formula for follows polarit of many figure in vitadi this property by a property of the control of the property of the propert

Subsocutent Tares, bears for the language about the consideration of the

BECURITY AGREEMENT, FRANCOUR STUTSHEFFE. The becomed selected from the companies of the companies of the companies of the companies.

Security Agresonest. That are received after consecution a security agreement of the efficiency of the consecution of the consecution of the efficiency of

Kazarty interact three edgins is torder delivered of active business of the control of the contr

kancennes. The major ditemble of County park Leadin fleensed pare) han keete also gave a server to be a great of by the Charlesse tray on physical dischartenders he may bloom the county and the county to the county Absorption

FURTHER ABSURANCES, ATTORNEY-IN FAUT. The Believing providers selbed to prefer essue see the confidence. The Decidence

Furthur magurances, 1 for this being unit word throat is some alphor magainst oil Laide (force) or thinker, account of a control of the Landor of the Landor of the control of the control

and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender In writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this

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

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

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

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

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

Compliance Default. Fraise to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12, months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (2) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any ornkruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor's business). Except to the extent prohibited by lederal law or lillinois law, the death of Grantor (if Grantor is an Individual) also shall constitute an Evant of Default under this Mortgage.

Foreglosure, etc. Commoncement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection inall jot apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lander.

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

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

Insecurity. Lender reasonably deems itself insecure.

Existing indebtedness. Default of Grantor under any Existing Indebtedness or under any in miment on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

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

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

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

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

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

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

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

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

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

The state of the s

and also condition as may in the sold opinion of Landon by reseasing or Levisher, and it is not the condition of the property of the property of the condition of the first and the first sold of the condition of the first and t

Attorney-in-final. If Cinates folio to disory of this tolugal extension in the process of consequences of the such pulpouse, thereby the excess of examples of the such pulpouse, thereby the excess of examples of ending, and doing so their singles in the control of examples the matter colored tolugations according as a color so that some interest tolugation in a present the end tolugation in the pulpous of the end tolugation in the pulpous of the end tolugation in the final colored tolugation in the pulpous of the end tolugation in the end tolu

FULLPERPARMICE. It Common copy of the metablishings, and otherwise persons of the entire of the black of the bull the black of the best of the control of the black of the bla

DEFAULT. Heave of the following, at the option of London, shull enjoined income the count of Continue course for the configuration of t

Onfact on Indicheding a. Felling of Greener to make any giogrand when the less on the leavestoons of

Prefedit un Other Paymente. Enlare al Grantse within the their calindrich by this Mangalan an maker one plantom mayment remembre provent televal of article in any true.

Compiliation Manuell. Figurin to comply with any othin to be a figural or construction to the second and the second and the second making the second process of the second proce

ยื่นสุนยิทธิน, Any wanterly, Espaismanton or stalement more or ยังกับแกะที่ its เล็นจะ กระระจัด ก Related Godingoniu lacor of ซื้อมู่ดีกระการของ อยังมีความคือสำหรับ และ กรุ กรุ่น กระจาก รอบ ครัว

hisolvanary. This isolvanary of Charles, appointing taken as, see see too port all the colors that an appoint the colors are an any previously unrider any instructions of any previously unrider any instructions of a colors and appointment of the colors o

Hairasjougra, eds. Comanament untoplemedicalist, unabert se ju behå get metalle. Her te se se summingen sammen Anuque sammen un stige Propresse timberen, une haberetung instelle ne med vermentet in det se se se se se segon resignadhances ut the journisteed of the basis of the tensional committee seasons made to see the passent of the sessions of sections.

Brisselt of Climar Agramatick. Day braiselt by Grandiffer, which is to the order of the Agraem William any grown faired presided moreth, maintaing and Grahma for the Graemont countries of Libratur, whentay actives actives.

Evente Affauling Guinhates. Any et the first ading a solue entre sette festall so may start at the distribution of desired business as the first and solution of business as the first and obligation making ander the guarante in a factor of the first and control of the solution of the first and control of the first and

Insocurity, Equilia commonly contest of Lieuwickele

NICKTS AND REMINDES COVERED WILL AND CONTRACTORISM OF ANY Electric of the late of the area of the energy of the and energy of selection of the energy of the and contradict, its selectron any often are never to be a contradiction of the energy of the area of the energy of the energ

Augustymite findau 'na vean. Uzymber aball turus ilve dynt ett ak njälleir kullunt maller to, je enn jes ge seemat and jagentus forte dust neg progregan pedanty wirkti dit unan innklad lei megere a se jesp

<mark>UPCO Reministral Parte competer to libita any francosiona Perminal o defenta timbra de la la como libita de la como en Any Marita Lemburg Cambringal Dodos</mark>

Collida Florida, Legador está necenivación de diende inclana de la contenta de more en el contenta de porte porte por la contenta de la contenta del contenta de la contenta de la contenta del contenta de la contenta del la contenta del la contenta de la contenta del la contenta de la conten

Borgings, in Passasaina. Leedan basi laase fire light of op pieced as engine to the content of an analysis of passassing part of the brogary, who has passessed part of the content of the brogary which has passessed part of the content of the broad part of the content of the broad part of the passessed part of the content of the conten

i observa o program i Archite pomini Chamball grandhandhlardhil ladhig in horra gara dhear Labhandh Abhalladh

Bellstanniy andgirismb. It primeted by postingen hee, Leeder may sibb as a julyrism on may in borsey and ander made and the free that the free head to be substituted made at free took the beginns of the right provided to be substituted in the second of the right participation of an experience of the right participation of the right participation.

Oticer Regionalism. Leader after being being at diese spatter and regracies georifica in the Messer of the envir

Base of the Propulsy . To the exerct continued it for placetal has a first or re **expressing the late** a late of the exerct of a secretary that the late of the 09-22-1990 Loan Ho 3789340

UNOFFICIAL COPY (Continued)

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

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

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

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under the horizage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of notices and to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

Applicable Law. This Mortgage has been de (vered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with air is ve of the State of Illinois.

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

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

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

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

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the fromestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Mortgage (or who'r the Related Documents) unless such walver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any light shall operate as a walver of such right or any other right. A walver by any party of a provision of this Mortgage shall not constitute a walver. O' or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior walver by Lender, no any course of dealing between Lender and Grantor, shall constitute a walver of any of Lender's rights or any of Grantor's obligations as to any ware transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GHANYOR:

X JUDITH A DONASH

3046663

09-22-1980 Loan %6 3769340

UNOFFICIAL COPY

(Confineral)

Notice of Sales, Leading among give Countri accommation active in the land classic of an extend that the last of t

Munum Election of Pennation. A waiver by any plufy lift a bisach of a polytics of the Nedector that the transfer of the continuous and the continuous controllers with the properties and the controllers and

Alternatived Fleak Exponence. If interes sections in a discrept to enter a constitution of the constitutio

NOTICES TO CHARGE PART (THER PARTIES). Buy octors acres to be built-left, for the last of the second of the second

MISCELLANGOUS PROVISIONS. The balowing macadapabol objections are class of the Ass

Amandingales The hierariza largener with any Archivet Louvener, Earthouse to the term of the property of the property of the following the consistency of the following th

Application law, This Morgeyn has been delivered to leader and accepted by London (1) to discovered progression by and exactly leader in acceptance with the lease of the Cepte of life Covered by and exactly leader acceptance with the lease of the Cepte of life Covered by an exactly leader.

Conflicat Heindlingal. Continue treathings to that Mondago use tal control in the species of this Montanger.

on a Tuli libil. The recovery toking a present out to Coninc an earliant stabilit indipress. For the test out out on the the columns will entry by the rid and and all marks.

Saverasility, at a cell of come elect perdeteller bede as a basis of decimal composition of the man composition of the man composition of the cell of

businessed ward Austums. Subject to the bestotes a denut of the finding of the control of the business of the basiness that the basiness of the business of th

Time is at the Kanence. Three is a new assemble in the parameters of this field, apa

. Vennoge of Priocognand Examendon exemple, haveing reference and when all of high of his boar "in a little of the community and a significant of the Abandance of the Abandance

Walters and Congor and seader and sea be assessed to have viewed asy iffer a 17% to 15% or 15

anautor acknowlegies having head all the provisions of this montgagge and brancor actors to the femole

chistogas;

HONTH A CHANASH

3000

	09-23-1990 Loan Mo 3789340	FICAL COF	Page 7
=		AND THE PROPERTY OF THE PROPER	
	This Mortgage prepared by:	199 5 1991 - 199 7 1915 - 1994 <mark>3</mark>	
-		VIDUAL ACKNOWLEDGMENTA FRANCES	L SEAL"
	COUNTY OF COOR	NOTARY PUBLIC, S' NY BUMMINAINA	rate of Illinois 🖁
	On this day before me, the undersigned Notary Public, who executed the Mortgage, and acknowledged that h purposes therein mentioned.	personally appeared JUDITH A. DONASH/to me or she signed the Mortgage as his or her free	spinster we known to be the individual described in and and voluntary act and deed, for the uses and
	Given under my hand and onicist anal this 22 By Thomas Cls E. Cast	day of Septen	licago
		Civios My commission expires	7-1-92
.,			
		004	
		COUPE	
		4	
		C/Q ₂	TS OFFICE
		7	Ś
			-60

09.13-1990 Luan 88 3789640

UNOFFICIAL COPY

This Morigage prepared by:

and the second s		
A STATE OF THE STA	ro fra di saliforni gi denti gi denti mana adele modelo qui ta septembri e per conserva que se sego Conserva de la California de la conserva de la conserva de la colorida del colorida de la colorida del colorida de la colorida del colorida de la colorida del colorida dela colorida del colorida del colorida del colorida del colorida de	
ANGENERAL DESCRIPTION OF STREET)A JAULIVIOM	
F STATES TO LINE STATES THAT THE TOTAL STATES	i i je je kali a koms	THE AMERICAN PROPERTY OF STATE
The second of th	22 (но утичоо
on the experience of the second of the secon	wy Filips, Semonally app. ged mat he or phy algored	On this thip before the the uncertain for anti- who exampled the Morigage, and solunoused purposes (fourth metrioned
The second secon		Chyan under any nand and official securities
itealilay u		NA CONTRACTOR OF THE PARTY OF T
parties accordance the		Notary Public in and for the State of
TOTAL TOTAL OF SECTION AND A CONTRACT OF A C	an ing ang philippe sa ang ang philippe The properties of the philippe sa ang ang philippe sa ang ang philippe sa ang ang philippe sa ang ang ang ang	o within enteres and more in the capying off sale of