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assessments and bills and reasonable estimates thereof... The day monthly installment of principal and interest... 2. Funds for Taxes and Insurance

1. Payment of Principal and Interest... COVENANTS, Borrower and Bank covenant and agree as follows

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

dated October 19, 1970 and recorded as document number 21294998

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property... TOGETHER with all the improvements now or hereafter erected on or attached to the property...

06533590

LOT 27 AND THE NORTH 7 FEET OF LOT 26 IN BLOCK 5 IN RACE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AND WEST 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF ELSTON ROAD IN COOK COUNTY, ILLINOIS.

which has the common address of 3838 N. Bernard, Chicago, Illinois 60618

TO SECURE to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications...

Interest on the Note is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month...

the aggregate amount of all advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement between Bank and Borrower... Borrower is indebted to Bank in the maximum principal sum of One Hundred Thirty Thousand and Bank

THIS MORTGAGE made this 15th day of October 1970 between American National Bank and Trust Company of Chicago as Trustee, U/T/A dated May 26, 1968, A/K/A Trust # 105542-02

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\$ 18.00

COOK COUNTY, ILLINOIS 1990 NOV - 1 AM 10: 41 90533590



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

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

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

The requirement of this paragraph 2 shall not be applicable if the property is encumbered by a prior first lien mortgage.

3. Application of Payments Unless applicable law provides otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under paragraphs 7 and 18 hereof, then to interest payable on the Note, and then to the principal of the Note.

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

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

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Borrower abandons the Property, or if Borrower fails to respond to Bank within 30 days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim, Bank is authorized to collect and apply the insurance proceeds at Bank's option either for restoration or repair of the Property or to the sums secured by this Mortgage.

If under paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property or shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium documents, if a condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consent documents, if a condominium or planned unit development or other development, and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

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

Any amounts disbursed by Bank pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Bank to incur any expense or take any action hereunder.

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

9. Condemnation The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement for condemnation damages shall be made without Bank's prior written approval.

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

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

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

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

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

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

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

17. Transfer of the Property; Due on Sale If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Bank's prior written consent, Bank may, at its option, require immediate payment in full of all sums secured by this Mortgage.

If Bank exercises this option, Bank shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Bank may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

The option granted to Bank under this paragraph 17 shall not be exercised by Bank if such exercise is prohibited by Federal law.

18. Default; Acceleration Borrower shall be in default under this Mortgage if: (i) Borrower engages in fraud or material misrepresentation in connection with the ELC; (ii) Borrower does not meet the repayment terms for any outstanding balance as provided in the Note, the Loan Agreement or this Mortgage; (iii) Borrower's action or inaction adversely affects the Property or the Bank's rights in the Property securing the ELC; (iv) the value of Property declines significantly below its appraised value for purposes of the ELC; (v) the Bank reasonably believes that the Borrower will not be able to meet the repayment requirements due to a material change in Borrower's financial circumstances; (vi) Borrower is in default of a material obligation under the Note, the Loan Agreement or this Mortgage; (vii) government action prevents the Bank from imposing the annual percentage rate provided for in the Loan Agreement or impairs the Bank's security interest such that the value of the interest is less than 120 percent of the credit line; or (viii) a regulatory agency has notified the Bank that continued Advances would constitute an unsafe and unsound practice.

In the event of a default under subparagraphs (i), (ii) or (iii) above, Bank may refuse to make any further Advances and may terminate the Loan Agreement and, at Bank's option, declare the entire Principal amount outstanding under the Note and accrued interest thereon to be immediately due and payable and foreclose the Mortgage by judicial proceedings. The Bank may exercise the option to accelerate during any such default by Borrower regardless of any prior forbearance. During any default under subparagraphs (iv), (v), (vi), (vii) or (viii), or during any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic rate reaches the maximum rate allowed under the Loan Agreement (the "cap"), the Bank may refuse to make any additional extensions of credit or reduce Borrower's credit limit.

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

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20. **Assignment of Rents; Appointment of Receiver; Lender in Possession** As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable

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

21. **Time of Essence.** Time is of the essence of this Mortgage, the Note and the Loan Agreement.

22. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordings of any documentation necessary to release this Mortgage.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property

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

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

American National Bank and Trust Company
of Chicago as Trustee, U/T/A dated
BORROWER
May 26, 1988, A/K/A Trust # 105542-02

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally.

By [Signature]
Vice-President

ATTEST [Signature]
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK) ss.

KULA DAVIDSON

I, _____ a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that [Signature] Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and Anita M. Lutkus Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

30533590

"OFFICIAL SEAL" GIVEN under my hand and notarial seal, this _____ day of _____ A.D. 19

OCT 25 1990

[Signature]
Notary Public

Notary Public, State of Illinois
My Commission Expires 12/26/90

The terms and conditions of this instrument are subject to the provisions of the Uniformed Services University of the Health Sciences Act of 1974, as amended, and the provisions of the Health Insurance Portability and Accountability Act of 1996.

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[Faint mirrored text, likely bleed-through from the reverse side]

GARY A. WUEK
3611 N. Kedzie Ave.
Chicago, IL 60618

THIS INSTRUMENT WAS PREPARED BY

50533590

RETURN TO

SAME

Property of Cook County Clerk's Office

My commission expires
NOTARY PUBLIC

day of

19

and voluntary del

a Notary Public in and for said County.

in the State of said, DO HEREBY CERTIFY THAT
personally known to me to be the same persons) whose names are listed
me the day in person and acknowledged that
signed, sealed and delivered the said instrument as
for the uses and purposes therein set forth, including the release and
GIVEN under my hand and official seal this

COUNTY OF

STATE OF ILLINOIS

SS

NAME

NAME

BY:

UNOFFICIAL COPY

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

18. **Default: Acceleration** Borrower shall be in default under this Mortgage if: (i) Borrower engages in fraud or material misrepresentation in connection with the ELO; (ii) Borrower does not meet the repayment terms for any outstanding balance as provided in the Note, the Loan Agreement or this Mortgage; (iii) Borrower's action or inaction adversely affects the Property or the Property or the Bank's rights in the Property securing the ELO; (iv) the value of Property declines significantly below its appraised value for purposes of the ELO; (v) the Bank reasonably believes that the Borrower will not be able to meet the repayment requirements due to a material change in Borrower's financial circumstances; (vi) Borrower is in default of a material obligation under the Note, the Loan Agreement or this Mortgage; (vii) government action prevents the Bank from imposing the annual percentage rate provided for in the Loan Agreement or impairs the Bank's security interest such that the value of the interest is less than 120 percent of the credit line; or (viii) a regulatory agency has notified the Bank that continued Advances would constitute an unsafe and unsound practice. In the event of a default under subparagraphs (i) through (viii) above, Bank may refuse to make any further Advances and may terminate the Loan Agreement and, at Bank's option, declare the entire Principal amount outstanding under the Note and accrued interest thereon to be immediately due and payable and foreclose the Mortgage by judicial proceedings. The Bank may exercise the option to accelerate during any such default by Borrower regardless of any prior forbearance. During any default under subparagraphs (vi), (vii), (viii) or (viii), or during any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic rate reaches the maximum rate allowed under the Loan Agreement (the "cap"), the Bank may refuse to make any additional extensions of credit or reduce Borrower's credit limit.

17. **Transfer of the Property; Due on Sale** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Bank's prior written consent, Bank may, at its option, require immediate payment in full of all sums secured by this Mortgage. If Bank exercises this option, Bank shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Bank may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

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

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

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

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

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

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

9. **Condemnation** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement for condemnation damages shall be made without Bank's prior written approval.

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

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