and Titu L-705071-C+ austrance

CHICAGO, IL 60603 90568549

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THIS MORTGAGE . "Mortgage") is made this 19 90 between Mortgagor, MARSHALL KAPLAN AND DARLENE KAPLAN, HIS WIFE

NOVEMBER day of

therein "You," "Your" or "Yours") and the Mortgagee, Chibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603 (herein "We," "Us" MARSHALL KAPLAN AND or "Our").

DARLENE KAPLAN Equity Source Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agree-

ment and Collater a Avsignment of Beneficial Interest in the land trust holding title to the property ("Security Agreement"), in

is (are) indebted to us pursuant to an

48,400.00 , (your "Credit Limit") or so much of such principal as may the principal sum of U.S. \$ be advanced and outstanding, with interest thereon, providing for periodic installment payments of interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the date hereof, thereafter, for periodic installment payment of 1 240th of the Outstanding Principal Balance (or such greater sum as necessary to fully repay the Outstanding Principal Balance in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1(C) hereof), interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years; all such sums, Linot sooner paid, being due and payable approximately thirty (30) years from the date hereof (the "Maturity Date.")

To secure to us (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants, and agreements herein contained in this Mortgage, and (b) the repayment of any future advances, with interest thereon, made to you by us pursuant to paragraph 7 hereof, (such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "futo e advances"), and (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of us and you that all such Loans made after the date hereof enjoy the same priority and security hereby created as if all such wans had been made on the date hereof); and (d) the performance of your covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, you do hereby mortgage, grant, convey and warrant (unless you are an Illinois land trust, in which case you mortgage, grant, convey and quit claim) to us the following described property located in the County of COOK and State of Illinois: LOT 443 IN HOLLYWOOD RIDGE UNIT 4, PEING A RESUBDIVISION IN SECTION

3 AND SECTION 4, TOWNSHIP 42 NORTH, RENGE 11 EAST OF THE THIRD

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING T#3333 TRAN 0381 11/21/90 09:55:00 -90-568549 **COOK COUNTY RECORDER**

P.I.N. No. 03-03-310-014

1250 SARASOTA DRIVE (street) WHEELING which has the address of 1250 SARASC (city) ILLINOIS 60090

..... (state and zip code), (her in "property address"); Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents. royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "property."

You covenant that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. You, unless you are an Illinois land trust. warrant and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

You acknowledge that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest rate, and that we may, prior to the maturity of the Agreement and subject to certain conditions, reduce the Available Line of Credit and/or require repayment of the total balance outstanding under the Agreement.

Covenants. You and we covenant and agree as follows:

1. (A) Payment of Principal and Interest. You shall promptly pay when due the principal of and interest accrued on the indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by the Agreement, the Security Agreement, or by this Mortgage.

(B) Line of Credit Loan. This Mortgage secures a Line of Credit Loan Agreement. You will enjoy access to that Line of Credit during the first one hundred twenty-one (121) Billing Cycles assigned to your Account. Each Billing Cycle will be approximately one month. (Your initial Billing Cycle may be less than one month). The Revolving Line of Credit Term of the Agreement is therefore approximately ten (10) years long. You agree to repay the principal amount of the Loans advanced during the Revolving Line of Credit Term of the Agreement during the twenty (20) years commencing at the close of the Revolving Line of Credit Term. This repayment term is referred to herein and in the Agreement as the Closed-End Repayment Term. The total term of the Agreement secured by this Mortgage is therefore approximately thirty (30) years.

Cilibank, Federal Savings Bani One South Dearborn Street Chicago, IL 80803

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- During the Revolutor Lose of Credi Tom and for the one hundred twenty first (121st) Billing Cycle, you agree to pay on or before the payment due date shown on each periodic Billing Statement the Minimum Payment Due for that Billing Cycle. The minimum payment due is the sum of the following charges accrued or incurred in the Billing Cycle: (1) Finance Charges; (2) premiums for Optional Credit Life and or Disability Insurance; (3) the Annual Fee; (4) all other fees and charges incurred pursuant to the Agreement except fees and charges charged to your Account at the inception of the Agreement as permitted by Paragraphs 11(B) and (C) of the Agreement; (5) principal necessary to reduce the Outstanding Balance of your account to your Credit Limit; and (6) any past due payments. The payment due date for each Billing Cycle is approximately twenty-five (25) days after the close of the Billing Cycle. During the Closed-End Repayment Term you agree to pay on or before the payment due date shown on each Periodic Billing Statement a minimum payment due computed in the same way as above. plus 1/240th of your Initial Closed-End Principal Balance (the Principal Balance owed by you to us at the end of the Revolving Line of Credit Torm). (If you have used an Equity Source Account check that has not been posted to your account as of the Conversion Date, as defined in the Agreement, and that check is subsequently paid by us as provided in paragraph 2 (C) of the Agreement, your minimum payment thereafter will include, instead of 1/240th of your Initial Closed-End Principal Balance, a fraction of the outstanding principal balance after payment of that check that has a numerator of 1 and a denominator equal to the number of Billing Cycles left in the Closed-End Repayment Term, so that your account is fully paid in substantially equal principal installments by the Maturity Date.)
- (D) Interest During the Revolving Line of Credit Term. You agree to pay interest to "Finance Charge") on the Outstanding Principal Balance of your Equity Source Account during the Revolving Line of Credit Term as determined by the Agreement.

The rate of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference Rate". This Reference Rate shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the first business day of each won he regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal. The Reference Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Banks. In the event more than one Reference Rate is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply. In the event such a Reference Rate ceases to be published by the Wall Street Journal, we will select a new Reference Rate that is based upon comparable information, and if necessary, a substitute "Margin", so that the change in the Reference Rate result its substantially the same "Annual Percentage Rate" required under the previous Reference Rate.

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate effective for your initial Billing, Cycle shall be determined in one of two ways. If your initial Billing Cycle Billing Date occurs in the same month as the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the preceding month. If your initial Billing Cycle Billing Date occurs in the month after the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the month in which the effective date of this Agreement occurs.

Your rate of interest ("Annual Percentive Rate") shall be the Reference Rate plus a "Margin" of ONE & 1/4 (1.25 %) percent for the applicable Billing (typle.

Finance Charges will be assessed on a daily bar is by applying the Daily Periodic Rate (the "Daily Periodic Rate" is the Annual Percentage Rate applicable to that Billing Cycle, divid, 1 by 365) to the Daily Principal Balance on your Equity Source Account for each day of the Billing Cycle in which there is an Outstanding Principal Balance.

(E) Interest During the Closed-End Repayment Te m. You agree to pay interest (a Finance Charge) during the Closed-End Repayment Term on the Outstanding Principal Balance co your Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the fell Cutstanding Principal Balance has been paid. Your Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the periodic Billing Statement for your One Hundred Twenty First (121st) Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "Initial Closed-End Principal Balance". If you have used Equity Source Account checks that have not been posted to your account as of the Conversion Date, and those checks are subsequently paid by use your Initial Closed-End Principal balance will be increased on subsequent periodic Billing Statements to reflect such Loans.

The rate of interest (Annual Percentage Rate) during the Closed-End Reperment Term will be determined and will vary based upon the Reference Rate described in the Agreement and in Paragraph 1 (D) legeof.

The "Current Reference Rate" is the most recent Reference Rate available as cy (60) days prior to each "Change Date", (defined below).

Each day on which the interest rate effective during the Closed-End Repayment Term, may change, and the first day of the Closed-End Repayment Term, is a "Change Date". Interest rate changes during the Closed-End Repayment Term may occur on the first day of the Closed-End Repayment Term and on the same day of the month every (welve (12) months thereafter.

The interest rate effective on the First Change Date will be the Current Reference Rate plus a Morgin of ONE & 1/4 (1.25 %) percent. On each succeeding Change Date, we will determine the Current Reference Kete, and the new interest rate will be equal to the Current Reference Rate, plus the Margin of ONE & 1/4 (1.25 %) percent.

Each new interest rate will become effective with each Change Date, and will be reflected in the payment due immediately after that Change Date.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by us, you shall pay to us on the day periodic payments are due under the Agreement until this Mortgage is released, a sum ("funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." We may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

The fund shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including us if we are such an institution). We shall apply the funds to pay the escrow items. We may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless we pay you interest on the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, we shall not be required to pay you any interest or earnings on the funds. We shall give to you, 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 us, together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at your option, either promptly repaid to you or credited to you on monthly payments of funds. If the amount of the funds held by us is not sufficient to pay the escrow items when due, you shall pay to us any amount necessary to make up the deficiency in one or more payments as required by us.

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- 10. You're Not Released: Flub grance by us Not (Wairer) I atend on that mofor payment or modification of amortization of the sums secured by this Mottage gran ed by us to shy secessor in interest of rours shall not operate to release the liability of your original successor in interest. We shall not be required to commence proceedings against any successor in interest 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 you or your successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 11. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and bonefit our and your successors and assigns, subject to the provisions of paragraph 19. Your covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property under the terms of this Mortgago; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent. Such a Mortgagor is identified below by executing this Mortgage as an "Other Owner" of the Property.
- 12. Loan Charges. If the Agreement secured by this Mortgage is subject to a law which sets maximum loan 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 you which exceeded permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
- 13. Notices. Any notice to you provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail, unless applicable aw requires use of another method. The notice shall be directed to the property address or any other address you designate by notice to us. Any notice to us shall be given by first class mail to our address stated herein or any other address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or us when given as provided in this paragraph.
- 14. Governing Law, Secrability. This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict raull not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.
 - 15. Your Copy. You shall be be given one conformed copy of the Agreement and of this Mortgage.
- 16. Prior Mortgages. You covered and agree to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this Nortgage, and we may invoke the remedies specified in paragraph 20 hereof.
- 17. Default. (a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage, or the Security Agreement; (2) your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (3) you gave or give us any false or materially misleading information in connection with any Loan to you or in your application for the Equity Source Account; (4) title to your home, the property, is transferred as more fully described in paragraph 19 below; or (5) any of you die.
- (b) If you are in default under the Agreement or this Mortgage we may terminate your Equity Source Account and require you to pay immediately the principal balance outstanding, any and religiously outstanding under the Agreement after default shall other fees, costs or premiums charged to your account. The principal beliance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred. In addition to the right to terminate your Equity Source Account and declare all sums immediately due and owing under the Agreement, in the event of a default, we shall have the right to refuse to make additional Loans to you after default, but do not terminate your account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the condition and led us to the default no longer exists.
- 18. Right to Reduce Line of Credit. We may during the Revolving Line of Cre in Term, reduce your Credit Limit or suspend your credit privileges (refuse to make additional Loans) if: (a) the value of your property grops significantly below the appraised value upon which the Agreement was based; (b) a material change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) governmental action precludes us fron c) arging the Annual Percentage Rate permitted by the Agreement or governmental action adversely affects our lies priority area, not the value of our security interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum Annual Percentage Rate provided in the Agreement prevents us from increasing the Annual Percentage Rate to match one or more increases in the Reference Rate; (e) we are notified by our Regulatory Agency that continuing to make Loans constitutes an unsafe and unsound reactice; or (f) you are in default of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your Equity Source Account, you must notify us in writing if you would like to obtain further loans and can demonstrate that the conditions that gave us the right to refuse to make further Loans has changed.
- 19. Transfer of the Property. If all or any part of the property, or an interest therein is sold or transferred by you or if the beneficial interest or any part thereof in any land trust holding title to the property is assigned, sold or transferred, or if you or the title holding trust enters into Articles of Agreement for Deed or any agreement for installment sale of the property or the beneficial interest in the title holding land trust, without our prior written consent, excluding (a) the creation of a purchase money security interest for household appliances. (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, we may, at our option, declare all sums secured by this Mortgage to be immediately due and payable.
- 20. Acceleration: Remedies. We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage [but not prior to acceleration under paragraph 19 unless applicable law provides otherwise]. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, at our option, we may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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in the Agreement and shall be payable, with interest, upon notice from us to you requesting payment.

shall pass to us to the extent of the sums secured by this Mortgage impeciately prior to the acquisition.

at the time of or prior to an inspection specifying reasonable cause for the inspection.

repairs. Although we may take action under this paragraph 7, we do not have to do so.

shall be chosen by you subject to out approval which shall not be unreasonably withheld.

you shall promptly furnish to us receipts evidencing the payments.

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will begin when the notice is given,

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the sums secured by this Mortgage.

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bromptly by you.

date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such paymonts.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due

or not then due.

apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by this Mortgage, whether for damages, you fail to respond to us within thirty (30) days after the date the notice is given, we are authorized to collect and

in writing, the sums secured by this blortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: or not then due, with any excess paid to you. In the event of a partial taking of the property, unless you and we otherwise agree In the event of a total caking of the property, the proceeds shall be applied to the sums secured by this Mortgage, whether

demnation or other taking of any part of the property, or for conveyance in lieu of condomnation, are hereby assigned and shall 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any con-

required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with If we require mortgage, you that a condition of making the loan secured by this Mortgage, you thall pay the premiums

you and we agree to other terms of payment, these amounts shall bear interest from the date of disburstnent at the rate provided Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless

which has priority over this Mortgage, appearing in court, paying ressonshie attorneys 'fees and entering on the property to make to protect the value of the property and our rights in the property. Our action may include froying any sums secured by a lien in bankrupicy, probate, for condemnation or to enforce laws or Regulations), then we may do and pay for whatever is necessary contained in this Mortgage, or there is a legal proceeding that may significantly affect our inglies in the property (such as a proceeding anneance in the Property; Mortgage Insurance. If you tan to perform the covenants and agreements.

of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree to the merger erty, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold, you shall comply with the provisions 6. Preservation and Maintenance of Property; Leaseholds. You shan not destroy, damage or substantially change the prop-

date of the payments referred to in paragraphs I and 2 or change the mount of the payments. If under paragraph 20, the property grief to any insurance policies and proceeds rest its g from damage to the property prior to the acquisition Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due

proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period a notice from us that the insurance carrier has offered to Jetch a claim, we may collect the insurance proceeds. We may use the gage, whether or not then due, with any excess paid to yed. I you abandon the property, or do not answer within thirty (30) days economically teasible or our security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortdamague, if the restoration or repair is economically legable and our security is not lessened. If the restoration or repair is not Unless we and you otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the property

notices. In the event of loss, you shall give prompt notice to the insurance carrier and us. We may make proof of loss if not made the right to hold the policies and renewake if we require. You shall promptly give to us all receipts of paid premiums and renewal All insurance policies and renew as shall be acceptable to us and shall include a standard mortgage clause. We shall have

insurance shall be maintained in the impounts and for the periods that we require. The insurance carrier providing the insurance loss by fire, any hazard included [v] hin the term "extended coverage" and any other hazard for which we require insurance. This 5. Hazard Insurance, You shall keep the improvements now existing or heresiter erected on the proporty insured against

You shall promptly for that to us all notices of amounts to be paid under this paragraph. If you make these payments directly, manner provided in peregraph 2, or if not paid in that manner, you shall pay them on time directly to the person owed payments. may artain priority over this Mortgage, and leasehold payments or ground rents, if any. You shall pay these obligations in the 4. Charge 1 iens. You shall pay all taxes, assessments, charges, fines and impositions actributable to the property which

amount will create a credit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for pur-Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining statement; and (6) payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Pinance by the Agreement; (4) Finance Charges billed but not past due; (5) insurance premiums billed but not yet past due as of the current. billed and past due; (2) any Annual Fee which is due and payable; (3) any other charge, excluding insurance premiums, authorized be applied to the amounts stated due on the current periodic Billing Statement in the following order: (1) insurance premiums Charges and the fraction of the Initial Closed-End Principal Balance due are fully paid. The balance of your payments will next Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance. Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the fraction of the Initial Closed-End and then (during the Closed-End Repayment Term) to the fraction of the Initial Closed-End Principal Balance due for the same and this Mortgage shall be applied, first to the Finance Charge stated in your oldest past due periodic Billing Statement, if any, 3. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement. or simitar security agreement has priority over this Morgage. You agree to provide us with proof of payment of such funds in escrow. funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property, which such mortgage be excused so long as you are required on the date hereof, and continue after the date hereof, to make comparable payment of Alba and serious on a solution of the serious of the serious of the serious to a serious and serious a

ately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against to you any funds held by us. If under paragraph 20, the property is sold or acquired by us, we shall apply, no later than immedi-Upon payment in full of all sums secured by this Mortgage, and termination of the Agreement, we shall promptly refund

Inspection. We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice

If you shandon the property, or it, after notice by us to you that the condemnor offers to make an award or settle a claim ately before the taking. Any balance shall be paid to you. (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immedi-

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- 21. Possession. Upon a clear on a der paragraph 21 or a handonnest of the property and at any time prior to the expiration 24 any period of redemption following judicial sale, we (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon take possession of and manage the property and to collect the rents of the property including those past due. Any rents we or the Receiver collect shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.
- 22. Release. Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you. We shall pay any recordation costs.
 - 23. Walver of Homestead. You waive all right of homestead exemption in the property.
- 24. Trustee Exculpation. If this Mortgage is executed by an Illinois land trust, trustee executes this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by us and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any liability on the trustee personally to pay said Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the agreement secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Agreement, but this waiver shall in no way affect the personal liability of any individual co-maker or guarantor of the Agreement.

or guarantor of the Agreement.	
Dated: NOVEMBER 9, 1990	
IF MORTGAGOR IS AN INDIVIDUAL:	Individual Mortgagor MARSHALL KAPLAN Onlong Kurlong Individual Mortgagor DARLENE KAPLAN
STATE OF ILLINOIS	Other Owner
COUNTY OF COOK) SS	
I, the undersigned, a Notary Public in and for mit MARSHALL KAPLAN AND DARLENE KAPLAN	d County, in the State aforesaid. DO HEREBY CERTIFY that I_HIS_WIFE
personally known to me to be the same person whos before me this day in person, and acknowledged that as THEIR free and voluntary act, for the uses an of the right of homestead. Given under my hand and official seal, this	day of A Court Local And Action Prolice Notary Prolice
Commission Expires: CATALINA A. CUSIMA NOTARY PUBLIC, STATE OF ILL My Commission Expires July 26.	INOIS P
IF MORTGAGOR IS A TRUST:	74.6
	olely as trustee as aforesaid
By:	(Title)
Its (Title)	
STATE OF ILLINOIS) SS	
COUNTY OF I, the undersigned, a Notary Public in and for sai	d County, in the State aforesaid, DO HEREBY CERTIFY that
the said instrument as their own free and voluntary Trustee, for the uses and purposes therein set forth, a then and there acknowledge that he, as custodian of the seal of said corporation to said instrument as his own said corporation, as Trustee, for the uses and purpose	esident and
	Notary Public
Commission Expires:	

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