Hone I	Aquity (1)		8.8	
This Mortgage is dated as of	July 11		and is between *(	
	, not personally	, but as Trustee under a T	rust Agreement dated	, 19 and
known as Trust No				terson, his wife ("Mortgagor"), Illinois ("Mortgagee").
and NBDNorthfi	eld Bank,	NorthField,		, infinois ( wiorigagee ).
		Witnoccoth		
amount of \$ 85,000.00 the Note at the per annum rat As used in the Note and this! Wall Street Journal in the "I Wall Street Journal is not pu after the date of the change in a notice by the Bank to the unde whether from any past or futu Rate" in the "Money Rates" co Interest after Default, (defined equal to	(the "Line of Cred c equal to	it"). Interest on the Note [1/2] (1/2) (1/2) (2/	shall be calculated on %) percent per annum rest, or the highest will be uctuate under the Note applicable to all the or all Street Journal discrete Index and will not tion or otherwise, sha of the Variable Rate Indithout penalty. The match before the payment do ce with the payment of anding on the Note or all be due and payable of fined below), including Mortgagee, all of Mortgagee, all	r \$100.00, whichever is greater.  n. August 25, 19 96 g any and all renewals and extensions rigagor's estate, right, title and interest
in the real estate situated, lyin	g and being in the County		and State of Infinois	, legally described as follows:
See Attached:		0		
THE EAST 300 LOTS 24 AND 2 LOTS 24 AND 2 Z4. TOWNSHIP A IN COOK COUNTY	FEET OF THE JOIL			
5 LOTS 24 AND 2	FEET OF THE MORTS 6 (Taken as a tr	M 198 FEEL OF ACT) IN CHIMTY	THE SOUTH 101 CLEVKTS STV1	LONGO PERT OF ESTEM DE SARTIDE
Z4+ TOWNSHIP	42 NOTTE + RATE	12 FAST OF THE	THIRD PRINCI	IPAL MESTATES
IN COOK COURT		0,		•
<b>)</b>			91	L430447
~			✓	
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	1421 BUG 22	PN 2: 11	4112011	
			317311447	1500
	100 Oor - 5 50	Novel 6: -1-2	Illirois	60093
Common Address:	196 Coach Road, 04-24-309-03	Northfield,	111117315	00033
Permanent Identification No.:	*		h C	topopos one oil minamia accomente
which is referred to herein as th	e "Premises", together with a	ii improvements, buildings	, nerculaments, appul	tenances, gas, oil, minerals, easements
cocated in, on or over or under	the Premises, and all types to be light cover refrigeration	anu kinas of fixtures, inch or ventilation (whether s	ingle units or centrally	on all of the foregoing used to supply y controlled) and all screens, window

shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Primises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

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The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. 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.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues, and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal convenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. aOX 3394

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which may become damaged or be destroyed: (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, except for prior Mortgages which have been disclosed to Mortgagee, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- 2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder

**INOFFIC** Given under my hand and notarial seal, this... 61 tion), as Trustee, for the uses and purposes therein set forth. of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (associadid also then and there ackowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal poration) (association), as Trustee, for the uses and purposes therein set forth; and the said acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (cor---pue -., respectively, appeared before me this day in person and of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as \_ bns (noitsioosss) (noitsnoqtoo) \_ - jo ' ... A Notary Public in and for said County, in the State aforesaid, do hereby certify that WY COMMISSION EXPIRES TIVENOS NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES TIVENOIS sionill lo sual? My Commission Expires: 11/21/92 Given under my hand and notatial seal this child and under my hand and notatial seal this children and notatial seal this children and July instrument as his/her free and voluntary act, for the uses and purposes herein set forth. Barbara L. Peterson, his wife personally known to me to be the are occaon(s) whose name(s) aubscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the integral and delivered the said 1, Michael Bruce , a Motary Fublic in and for said County and State, do hereby certify that Thomas K Peterson & Barbara L. Peterson, his wife personally known to me to be the are person(s) whose name(s) s ⊤jo Ajunoj LAKE State of Illinois Not personally, but as Trustee under a Trust Agreement dated Barbara L. Peterson Northfield, Illinois 60093 NBD NORTHITEIG BRUK Indus K. Peterson Prepared by Jayne A Hemrich, Witness the hand S and seal S of No tragor the day and year set forth above. The undersigned agrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse side of this document which are incorporated by reference herein. such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions of the remain-ing provisions of this Mongage 20. This Morgage has been and the law; of the State of Illinois. Wherever possible, each provision of this Morgage shall be interpreted in such manner as to be effective and valid under applicable law, it any provisions of this Morgage are prohibited by or determined to be invalid under applicable law, Northfield personal liability shall be asserted or be enforceable against the Mortgagor, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner. expenses, including recording fees and otherwise, to release the lien 16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. It Mortgagee agrees to release the lien of this Mortgage and pay all lateral or guaranty from time to time securing payments hererof; no the Note. through enforcement of the provisions of the Note and any other coland available to the party interposing the same in an action at law upon of the trust estate which in part is securing the payment hereof, and this Mortgage shall be subject to any defense which would not be good and deficiency.

15. No action for the enforcement of the lien or of any provision of the lien or of any provision of the lien or of any provision of the good. the trustee, and insofar as the trustee is concerned, is payable only out ercise of the power and authority conferred upon and vested in it as is executed by the Mortgagor, not personally, but as trustee in the exany judgment foreclosing this Mortgage, or any tax, special assersment or other lien or encumbrance which may be or become superior to the literature independent and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale 19. In the event the Mortgagor is a land trustee, then this Mortgage tengee" includes the successors and assigns of Mortgagee. the use of any gender shall be applicable to all genders. The word "Morpersons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall mean the singular and singular shall mean the singular and in whole or in purt of the indebtedness secured hereby, or secured by sion, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to tapply the net income in the receiver's hands in payment

powers which may be necessary or are usual for the protection, posses-

tion or not, as well as during any further times when Mortgagor, except for the intervention of the receiver would be entitled to collect the rents, issues and profits. Such receiver shall also have all other mounts which east he receiver shall also have all other property which east he receiver shall also have all other towers which east he receiver shall also have all other towers which east he receiver and profits the receiver and profits

full statutory period of redemption, if any, whether there be redemp-

the foreclosure suit and, in case of a sale and a deficiency, during the

debtedness secured hereby or any part thereof, whether or not such

also include all persons or parties liable for the payment of the in-

binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall or through Mortgagor. The word "Mortgagor" when used herein shall 18. This Mortgage and all provisious hereof, shall extend to and be

of this Mortgage, if the Mortgagor renders payment in full of all

Liabilities secured by this Mortgage,

. Illinois ("Mongagee").

Worthfield Bank,

and NBD.

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the Note will not exceed 18%.

## Home Equity Account Revolving Credit Mortgage Variable Rate

. Peterson, his wife("Mongagor")	Peterson and Barbara 1	Thomas K.	- +(	known as Trust No.
dated 91 , band	inomeorgA isurT a reforment	not personally, but as T	(	
)*	, 19 91 and is between	11 /	o <mark>tut.</mark>	This Mortgage is dated as

Mitnesseth:

Morthfield,

all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on .%) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay Eive Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. whether from any past or future principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle As used in the Note and this Mortgage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The Wall Street Journal in the "Money Entes" column as the "Prime Rue" on the last business day of each month for the preceding business day. the Note at the per annum rate equal to Astriable Rate Index. means the rate of microst, or the highest rate it more than one, published in The As used in the Note and this Mortgage, "Variable Rate Index." means the rate of microst, or the highest rate it more than one, published in The cone half." Line of Credit"), interest on the Mote shall be calculated on the daily unpaid principal balance of or cone half. (1/2 %) percent per annum in excess of the Variable Rate Index. Mortgagor has executed a Revolving Credit Mote dated the same date as this Mortgage payable to the order of Mortgagee (the "Note") in the principal amount of \$ \$5,000.00.00 (the "Line of Credit"). Inferest on the More shall be calculated on the daily unpaid principal balance of

Mortgagor promises to repay all amounts of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly \*To Be Deleted When I has Mortgage Is Not Executed By A Land Trust.

use if the accrued interest on the Note, stationical, the Moriss for shall pay to the Bank the amount due in accordance with the payment option selected below:

96 6 the orincinal halance outstanding on the Note or \$100.00, whichever is greater.

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COOK COUNTY III TO SEED OF LEAST PASSING A PLANTED OF STRUCK, DESIGNATIONS OF STRUCK, DESIGNATION WITHOUTH WITHOUTH STRUCK IN THE OF STRUCK IN which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments at purtenances, gas, oil, minerals, easements Permanent Identification No.: Common Address:\_

installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a part of the security for the Liabilities. shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on contract the Premises or hereafter erected, heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centralled) and all screens, window located in, on or over or under the Premises, and all types and kinds of fixtures, including without if itie ion, all of the foregoing used to supply

Further, Mortgagor covenants and agrees as follows:

ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises. alterations in the Premises, except as required by law or municipal requirements of all laws or municipal ordinances with respect to the Premises; (f) make no material whoreage, nee non any enturnment, except to provinting the moreage, which have been disolved to Mortgagee, security interests, liens, which have been disolved to blorn; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all process of construction upon the Premises; (e) comply with all process of construction upon the Premises; (e) comply with all process of construction upon the Premises; (e) comply with all process of construction upon the premises; (e) comply with all process of construction upon the premise of all laws or municipal ordinances with respect to Mortgage, free from any encumbrances, except for prior Mortgages good condition and repair, without waste, and, except for this may become damaged or be destroyed: (b) keep the Premises in 1. Mortgagor shall (a) promptly repair, restore or rebuild any building or improvements now or hereafter on the Premises which

and future leases of the Premises, together with the right, but not the of money as advance rent or for security, under any and all present bonuses, rights and benefits due, payable or accruing, and all deposits including without limitation, all rents, issues, profits, revenues, royalfies, leases, written or verbal, rents, issues, and profits of the Premises, Further, Mortgagor does hereby pledge and assign to Mortgagee, all outstanding at the time any advance is made. and without regard to whether or not there is any indebtedness or not there is any advance made at the time this Mortgage is executed 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

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Morigage secures

this Mortgage, Mortgagor may collect, receive and enjoy such avails. under the terms hereof shall give to Mortgagee the right to forcelose Mortgagor, that until a Default shall occur or an event shall occur, which limitation or condition hereof and not available to anyone other than obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal convenant applicable to Mortgagor only, and not as a

ORIGINAL Further, Morigagor does hereby expressly waive and release all right and benefits under and by virtue of the Homeson Extraption Law of the State of Illinois. all general taxes, special taxes, special assessments, water taxes, assessments or charges against the Premises. Mortgagor shall, upon writter realiest, furties to hortgagee duplicate paid receipts for a central receipts for an exercise of the receipts for an exercise of the receipts for a central receipt for a 2. Morigagor shall pay, when due and before any penalty attaches,

the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any whether the receiver tion or not, as well as during any further thus when Mortagor, except for the intervention of the receiver you die nitled to called the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon

My Commission Expires

16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 17. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien

of this Mortgage, if the Mortgagor renders payment or full of an

Liabilities secured by this Mortgage

13. This Mortgage and all persons hereof, shall extend to and be binding upon Mortgagor at diall persons parties claiming by, under or through Mortgagor. The word "Mortgagor" when used berein shall the persons of the inalso include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

19. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the Morigagor, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payments hererof; no personal liability shall be asserted or be enforceable against the Morlgagor, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee. if any, being expressly waived in any manner.

Northfield \_\_, Illinois, and shall be construed 20. This Mortgage has been made, executed and delivered to Mortgagee in\_\_\_\_ in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and vaild under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage. The undersigned agrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse side of this document which are incorporated by reference herein, Witness the hand S and scal S of Mortgagor the day and year set forth above Prepared by Jayne A Hemrich, A.V.P. NBD Northfield Bank Northfield, Illinois Not personally, but as Trustee under a Trust Agreement dated ., 19, \_\_\_\_, and known as Trust No.\_\_\_\_\_ State of Illinois County of\_ 8 Barbara L. Peterson, his wife personally known to me to be the control of the Country and State, do hereby certify that Thomas K Peterson instrument as his/her free and voluntary act, for the uses and purposes herein set forth. Given under my hand and notarial seal this 11th day of \_\_\_\_\_ My Commission Expires: 11/21/92 State of Illinois OFFICIAL MICHAEL BRUCE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/21/92 \_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ , of \_\_ (corporation) (association) and of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as \_, respectively, appeared before me this day in person and and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said \_ did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth. Given under my hand and notarial seal, this\_\_\_\_\_ day of\_ mail TO NBO nortfield Bank Noury Public How Cetterel Har 60093.

Mortgagor shall pay in tull under prote thin the number provided statute, any tax, assessment or charge which differgage, may de it contest prior to such tax, assessment or charge carde coronling delinque

- 3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayments, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use is hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance and to appeal from any such award.
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Def un of the same or different nature. Every such remedy or right n.c., be exercised concurrently or independently, and when and as ofter a, may be deemed expedient by Mortgagee.
- Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, var da) ser and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zing. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvement or the Premises and, in no event less than the principal amount of the plate. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall name Mortgagee as an "additional insured" and be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has

- he same meraneg as duffined in the Note and includes the failure of he Mortgagor to completely cure any Cause for Default and to deliver the Mortgagor veritten notice of the complete cure of of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of the Mortgagor to pay the Note or Liabilities in accordance with their terms.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage. whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Lubilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which ar authorized hereunder and attorneys' and paralegals' fees, costs an expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.
- 12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to forecloses the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any force to ure sale. All of the foregoing items, which may be expended after every of the foreclosure judgment, may be estimated by Mortgagee. All expend ares and expenses mentioned in this paragraph, when incurred o paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate occuivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or haid by Mortgagee or on behalf of Mortgagee in connection with (a) am proceeding, including without limitation. probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, clairmat or defendant, by reason of this after accrual of the right to foreclose vinether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not act and y commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually
- 13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraphs; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of