his	Mortgage	;×	dated	as.	ı əf	
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September

and as between ##

HD Arlington Heights Bank

PAUL GUTTMAN Arlington Heights

("Mortgagor") ... Illmois ("Mortgagee").

## Witnesseth:

Mortgagor has executed the volving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note") in the principal the Time of Credit is Interest on the Sore shall be calculated on the daily unpaid principal balance of the One (1.0 %) percent per annum in excess of the Variable Rate Index. armount of \$ 25,000.00 the Note in the per abbient rate equal to-As used in the Note and this Mortgiee. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Mone, Rates" column as the "Prime Rate" on the last business day of each month for the preceding business day. As used in the Note and this Morteage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The 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 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 nonce by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate 1 in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. Interest after Default (defined below), comaturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to FOUT (4.0 %) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay Four equal to all or any part of the agere are unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 18%.

## To Be Deleted When This Martiage Is Not Executed By A Land Trust.

Mortgagor promises to repay all an our is of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor Shall p.y. to the Bank the amount due in accordance with the payment option selected below:

X Monthly payment equal to the accused interest on the Note

Monthly payments equal to one so tredi (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater.

September 28 , 19496 The entire inpaid balance of principal and interests on the Note, if not sooner paid, shall be due and payable on To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note. Mortgagor does by these presents Conver. Warrant and Mortgage unto Mortgagor, all of Mortgagor's estate, right, title and interest in the real estate situated bythe and being in the County of COOK and State of Illinois, legally described as follows: and State of Illinois, legally described as follows: in the real estate situated, lying and being in the County of

See Legal Description:

IN SAN THOPAL CONDINGHUM, AS DELIMENTED ON BURVEY, THE FOLLOWING DESCRIBED PARCES OF AND (HESSIGNATER REPERRED TO AS "PARCEL"):

THAT PART OF THE SOUTH 780.0 FEET, IF HE ASSUMED AT RIGHT ANGLES OF THE SOUTH LINE THEREOF, OF THE NEAT WEST QUARTER OF THE MUNCH EAST QUARTER OF SECTION 12, TOKASE P 42 NORTH, RANGE 10 FAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIPED AS FOILOWS:

COMMENCING AT THE SOUTH WEST CORNER OF SAID HORTH WEST QUARTER OF THE NORTH EAST QUARTER, THENCE EAST ALONG THE SOUTH LINE OF SAID HORTH WEST QUARTER, THENCE EAST ALONG THE SOUTH LINE OF SAID HORTH WEST QUARTER OF THE NORTH EAST QUARTER, 782.96 FEET; THE SOUTH LINE OF SAID HORTH WEST QUARTER OF THE NORTH EAST QUARTER REING ASSUMED AS MUNNING DUE EAST THE WEST FOR THIS LEGAL DESCRIPTION) THENCE NORTH 167.0 FRET TO A 163 MT FOR A PLACE OF BEGINNING OF THE PARCEL OF LAND THEREIN MESCRIBED; THENCE WEST 77.0 FEET; THENCE MOSTH 217.17 FEET; THENCE EAST 77.0 FEET THENCE SOUTH 123.0 FEET THENCE SOUTH 123.0 FEET THENCE SOUTH 123.0 FEET TO THE PLACE OF BEGINNING IN COUR COUNTY, ILLINOIS, WHICH SURVEY 12 ACTACHED AS EXHIBIT AT TO DECLARATION OF CONDOMINIUM MADE BY CHICAGO TITLE AND TRUST COMPANY AS THUSTEE UNDER TRUST NO. 1067400 AND RECORDED IN THE OFFICE OF THE HECOPLER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23448135, TOGETHER WITH AS UNDIVIDED 1.424 PER CENT INTENEST IN SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION.

ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION

AND SURVEY) .

The Note on Statutes Chapter 17 Paragraph 6405. The hen of this Mortgage secures mayment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as it 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 nutstanding at the time any advance is made

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rems, issues, and profits of the Premises including without limitation, all tents, issues, profits, revenues, regalities honuses, 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 addigation, to collect receive demand, sac for and recover the same when due or payable. Morrganee by acceptance of this Mortgage acrees as a personal convenant applicable to Mortgagos only, and not as a limitation or condition bereof and not available to anyone other than Mortgagor, that until a Detailt shall occur or an event shall occur, which under the terms bereaf 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 nd benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois

minerals, easements roing used to supply all screens, window or hereafter erected. rity for the Liabilities.

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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 Oprocess 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) retrain 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

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creise of the power and authority conferred upon and vested in it as is executed by the Mortgagor, not personally, but as trustee in the ex-19 In the event the Mortgagor is a land trustee, then this Mortgage sagagnoM lo anglaza bus aroassosua adi asbulani laagagi the use of any gender shall be applicable to all genders. The word "Mor-Morgagor shall be jointly and severally obligated bereaunder. The singular and singular shall mean the singular and singular and insular than insular than the singular and insular than the singular than the sin persons or parties shall have executed the Note or this Mortgage. Each binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also morest of the inscholatedness eatly persons or parties liable for the pagment of the indebtedness eatly energy or any parties. Whether or not such debtedness eatly the first any parties or the base and the indeptedness or any sections. 18. This Mortgage and all provisions bereat, shall extend to and be de this Mortgage, it the Mortgagor renders payment in full of all

if any, being expressly waived in any manner. ing, issue or consiler thereof, all such personal liability of the trustee, teagon as trustee, because or in respect of this Mortgage or the mak--roM off tability shall be asserted or be enforceable against the Morlateral or guaranty from time to time securing payments hereinst no through enforcement of the provisions of the Note and any other colof the trust estate which in part is securing the payment hereof, and the trustee, and insolar as the trustee is concerned, is payable only our

and deficiency. the fien hereof or any guarantor of the Note in case of a foreclosure sale. Moregages or any or other fien or encumbrance which may be or become superior to any judgment foreclosing this Mortgage, or any tax, special assessment in whole or in part of the indebtedness secured hereby, or secured by the receiver to apply the net income in the receiver's hands in payment in which the foreelosure suit is filed may from time to time authorize sour, control management and operation of the Premises. The court sossed troupajord our rot remain for the production, assessed the rents, issues and profits. Such receiver shall also have all other cept for the intervention of the neceiver, would be entitled to collect tion or not, as well as during any further times when Mortgagor, exfull statutory period of redemption, if any, whether there be redempthe forcelosure suit and, in case of a sale and a deficiency, during the

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

expenses, including recording fees and otherwise, to release the lien the teq bine egegrold citi to not our escalar of escrige seguginold. At reasonable times and access thereto shall be permitted for that purpose. lfa. Mortgagee shall have the right to inspect the Premises at all

20. This Mongage has ee a made, executed and delivered to Mongagee in

My Commission Expires:

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organion) (association), affixed the said corporate seal decreasion) (association) (associate of said (corporation) (associate	andian of the corporate sent of said as as his own free and voluntary act, an	vation) (association), as Trustee, for the uses and d also then and there ackowledge that he, as cus said (corporation) (association) to said instrument on), as Trustee, for the uses and purposes therei
espectively, appeared before me this day in person and luntary acts, and as the free and voluntary act of said (cor-	d instrument as their own free and vo	sknowledged that they signed and delivered the said
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said County, in the State aforesaid, do hereby certify that	· ·	
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Clebrus L. Whorehear	DOTARY PUBLIC SEAL "  " OFFICIAL SEAL"  " OFFICIAL SEAL"	My Commission Expires: 16-5-71
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unty and State, do hereby certify that	a Notary Public in and for said Co	I. Arlene Buckingham
( )		
	) 65 1	County of COOK
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20. This Mortgage has contract concured and delivered to Mortgages in Arlington Heights. Himois, and shall be construed in sucontainer with the large of this Mortgage shall be interpreted in such manner as to be effective and saild under applicable law, be effective and saild under applicable law, and effective and saild under applicable law.

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entitled or placed on or in the Premises. The torugations are and shall be decrined a part of the exempted of the second souther the Labellites. shades, storm doors and windows, floor coverings, awnings, stores and water heaters, whether now on or in %c. Premises or hereafter evected, hear, gas, air conditioning, water, light, power, retrigeration or sentilation (whether single units or central) controlleds and all screens, window which is referred to herein as the "Premises," together with all improvements, includings, hereditaniem, appurenances, gas, oit, minerals, casements in, on or over or under the Premises, and all types and kinds of fixtures, including without leavances, gas, oit, minerals, casements 1243 E. Baldwin Lane, Unit #604, Palating, 11/15/1016 60067 LoM notherithrobl managerisq

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> opeiu si obuespe sur buit biji ir diripiirismo and without regard to whether or not there is any indebtedness or not there is any advance made at the time this Mongage is executed on the date of the execution of this Morigage, without regard to whether to the Note, to the same extent as it such future advances were made because of any existing indebtedness and future advances made pursuant The Note evidences a "revolving credit" as defined in thin self-red Satutes Chapter Vernegage secures. Statutes Chapter II. Paragraph 640.5 The lien of this Mongage secures.

> Morgagon, that until a Detault shall occur or an event shall occur shall nech solicable under the terms hereof shall give to Morgagoe the right to horechose that the terms hereof shall give to Morgagoe and engage shall shall even event and engage. obligation, to collect, receive, demand, sue for and recover the same when due or pigable. Morgagee by acceptance of this Morgage agrees, as a personal convenant applicable to Morgagor only, and not as a historia only on confining and and as a latest on anyone other than furthermore the convenant of the control of the c and mimic leases of the Premises, together with the right, but not the bonuses, rights and benefits due, parable or accrumg, and all depends reducing without liquiding, all reals, issues, profits, recenter, realines leases, written or verbal, rems, issues, and profits of the Premises, He congagner does hereby pledge and assen to Mortgages. He

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the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if an a whether the concept for the intervention of the receiver, would be entitled to confeer 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 fien 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 Morigage 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

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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. In release the lien of this Mortgage, if the Mortgagor renders payment in full of all

Labilities secured by the Mortgage.

18 This Mortgage and all provisions hereof, shall extend to and be rouning upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties hable 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 Mortgagor, 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 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.

in accordance with the laws of the State of the effective and vaild under applicable law.	Illinois. Wherever possible, each If any provisions of this Mortgag	Arlington Heights . Illinois, and shall be constructed in such manner as a are prohibited by or determined to be invalid under applicable law, without invalidating the remainder of such provisions or the remainder.
The undersigned agrees to the terms of t side of this document which are incorporate		of to the additional terms and provisions set forth on the rever-
Witness the hand and scul o	f Mo. to g of the day and year se	t forth above.
		tauffer ayer
Prepared by:	(300) i.e.	PAUL GUERMAN
NBO Arlington Heights Bank	80 min	SALLY GUTTMAN, Signing solely for the
900 East Kensington Road Arlington Heights, IL 60004	CLERE TO	MAN purpose of waiving her homestead rights
Attington Heights, it 100004	ALMODASCIN O	Not personally, but as Trustee under a Trust Agreement dated
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State of Illinois	)	By: /
2004	) SS	
County of <u>CODK</u>	)	
1. Arlene Buckingham	a Notary Public in and for	said County and Sale), do hereby certify that
PAUL GUTIMAN		to me to be the same version(s) whose name(s) 1S
subscribed to the foregoing instrument, appearing instrument as his/her free and voluntary act.		, and acknowledged thahe signed and delivered the sate or set forth.
Given under my hand and notarial seal this_	28th downer Sent	cember 10 91
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My Commission Expires: 10-5-91	TOFFICIAL SEAL	and Culene L'usurpian
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State of Illinois	) SS	
County of	•	
,		and for said County, in the State aforesaid, do hereby certify that
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of said (corporation) (association) personally	known to me to be the same pe	rsons whose names are subscribed to the foregoing instrument as
suchan	<u> </u>	, respectively, appeared before me this day in person and
		and voluntary acts, and as the free and voluntary act of said (cor-
		and the said of said (corporation) (association), affixed the said corporate seal
<del>_</del>	•	act, and as the free and voluntary act of said (corporation) (associa-
tion), as Trustee, for the uses and purposes to	-	. and and and the mine columnity but or once (an borning) (moneille
• •		
Given under my hand and notarial seal, this	day of	,

Notary Public

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Property of Cook County Clerk's Office

Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or change which Martgagor may define to contest prior to such tax, assessment or change becoming term upon.

- 3. Upon the request of Mortgagee, Mortgager 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: Mortgager 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 anitting 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 a ry such Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right now be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 76. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against Ploss or damage by fire, lightning, windstorm, varda ism and malicious Adamage and such other hazards as may from time to fine be designated by Mortgagee. Mortgagor shall keep all buildings and improvements how or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. 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 Sitter 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

- the same meaning as defined in the Note and includes the failure of he Morgage, to a implestly cure any Cause for Default and to deliver to the Morgage within to the complete cure of of the Cause in Default within ten (10) cays after the Mortgagee mails written notice to the Mortgagor that a Cause for 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.
- It. 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 Liabilities 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 are authorized hereunder and attorneys' and paralegals' fees, costs and 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 foreclose 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 forecasting sale. All of the foregoing items, which may be expended after er (5) of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate convalent to the post maturity interest rate set forth in the Note. This prograph shall also apply to any expenditures or expenses incurred or , aid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy in ceedings, to which Mortgagee shall be a party, either as plaintiff, clair and or defendant, by reason of this Mortgage or any indebtedness secu ed hereby; or (h) any preparation for the commencement of any suit or, the foreclosure of this Mortgage after accrual of the right to foreclose, whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or my instrument which secures the Note after Default, whether or not actually 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. Mortgage 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