UNOFFICIA Thin tunn West papared by hris Robinson

The First National Bank of Elgin
(Name)
6 Fountain Square Plaza, Eigin, 14
(Address)
60120

91013456

2ND MORTGAGE

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appartenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all or the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are herematter referred to as the "Property."

Betrower covenants that florrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrowch concernits that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

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- 10. Sorrower Not Released Ferbassance By Lander Not a Walver. Extension of the time for payment or modification of amortization of the sum secured by this Mo trage granted by Lander to any necessary in interest of Borrower shall not operate to release or any netwer, the diability of the original Borrower and Borrower's successors in interest. Lender shall not be respond to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements berein contained shall bind, and the rights bereander shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 bereot. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co signs the Mortgage, but does not execute the Note, (a) is co signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lander under the terms of this Mortgage, (b) is not personally hable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, tothear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mall arbitressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to fander as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address. Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Long Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Be cover shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies, Except as provided in paragraph 16 here...?, apon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifyings (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days nom the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach of 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 Borrower 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 of Borrower of acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at analysis's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further femand and may foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, existracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lei des's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver 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. The receiver shall be liable to

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First National Bank of Elgin

5 Fountain Egyare Plaza Eight Minois 60120, 312/697-1100



John S. Groh: Route 1 Box 131B, Elgin, IL Legal Descriptions Continued June, 1987 Page 2

said County Clerk's Subdivision of lands thence Easterly along said South line of Lot 4, 310 feet thence Southerly parallel with the said West line of Lot 3, 709 feet to the print of beginning in Cook County, Illinois.

SECOND LEGAL:

Parcel 1: That part of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center line of said Section; thence East along the center line of said Section 28, a dictance of 1197.24 feet for a point of beginning; thence North 14 degrees 30 minutes East, 310.63 feet to the center line of United State Route 20; thence South 64 degrees 53 minutes East along said center line, 471.8 feet to a point of curve; thence continuing along said center line, being a curve to the Left, a distance of 91.8 feet; thence South 00 Jegrees 14 minutes East, 278.06 feet; thence North 76 degrees 41 minutes West, 691.78 feet; thence Northerly parallel with the West line of said South East 1/4, a distance of 73.90 feet to the point of beginning, being situated in Henover Township, in Cook County, Illinois, but excluding that part of the East 1/7 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center line of said Section 28; thence Easterly along the North line of the South East 1/4 of said Section 28, a distance of 1197.24 feet for the place of beginning; thence North 14 degrees 30 minutes East, a distance of 310.63 feet to a point on the center line of United State Route 20; thence South 64 degrees 49 minutes East along said center line, a distance of 81.55 feet; thence South 14 degrees 00 minutes West, a distance of 285.50 feet; thence South 0 degrees 43 minutes West, a distance of 82.46 feet; thence North 76 degrees 41 minutes West, a distance of 81.98 feet; thema North 0 degrees 43 minutes East, a distance of 73.90 feet to the place of beginning, being situated in Hanover Township, in Cook County, Illinois.

91013456 Farcel 2: That part of the East 1/2 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 28; thence Easterly along the North line of the South East 1/4 of said Section 28, a distance of 1197,24 feet; thence South 0 degrees 43 minutes West, a distance of 73.90 feet thence South 76 degrees 41 minutes East, a distance of 81.98 feet for the place of beginning; thence continuing South 76 degrees 41 minutes East along the last described course, a distance of 519.80 feet; thence South O degrees 14 minutes East, a distance of 375.79 feet; thence North 85 degrees 20 minutes West, a distance of 514.60 feet; thence North O degrees 43 minutes East, a distance of 454.01 feet to the place of beginning, being situated in Hanover Township, in Cook County, Illinois.

Member FDIC/Federal Reserve System

91013456