

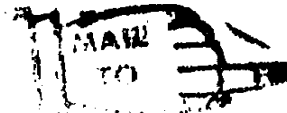
UNOFFICIAL COPY

91065359

THIS INSTRUMENT PREPARED BY:

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.



Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN LOAN NO. 1294260-3

This Mortgage, made this 8th day of FEBRUARY, 1991, between
MAYWOOD-PROVISO STATE BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER A CERTAIN
TRUST AGREEMENT DATED NOVEMBER 17, 1989, AND KNOWN AS TRUST NO. 8298

herein called BORROWER, whose address is 411 MADISON STREET
(number and street)

MAYWOOD (city) IL (state) 60153 (zip code)

,and

and HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

THE SOUTH 40 FEET OF LOT 3 IN BLOCK 13 IN WILLIAM B. WELRATH SUBDIVISION OF PART OF THE WEST 17 CHAINS AND 2 LINKS OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 624 24th AVENUE, BELLWOOD, IL. 60104

PTN: 15-10-316-019

: DEPT-01 RECORDING \$15.29
: T#1111 TRAN 7629 02/11/91 13:42:00
: #6001 # A *-91-065359
: COOK COUNTY RECORDER

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant). Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

FOR THE PURPOSE OF SECURING:

(1) Payment of the sum of \$ 41,700.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of FEBRUARY 10, 2021 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth. (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

1529

91065359

4/11 5/12 530.34A

first obtained.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES: (1) Construction or Improvement. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or improvements, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property, to be performed in connection with such property, to demolish any buildings or other improvements which may be damaged or destroyed including, but not limited to, damage from termite and earth movement; to pay when due all claims for labor performed and materials furnished in connection with such property, to comply with all applicable laws, ordinances and regulations, to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage. (2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings or other improvements, to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, but not limited to, damage from termite and earth movement; to pay when due all claims for labor performed and materials furnished in connection with such property, to comply with all applicable laws, ordinances and regulations, to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage. (3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content as to such property as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor, at least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to L, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any amount due therefor. (4) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premium thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby. (5) Taxes and Other Sums Due. To pay, satisfy and discharge, (a) at least ten (10) days before delinquency, all general and special taxes affecting such property, (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amount becomes due; (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior to, or in pari passu with, the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law, in any such case as made; (d) such other charges as the Lender may deem reasonable for services rendered by Lender and Lender's attorneys, agents or employees or any other persons or entities in connection with the mortgage or the execution and maintenance of this mortgage; and (e) all costs, fees and expenses of this mortgage whether or not described herein; (3) fees or charges for any statements, receipts or other documents furnished hereunder, (2) all costs, fees and expenses of this mortgage whether or not described herein; (4) all payments and monetary obligations required of the owner of such property under any instrument or agreement creating such mortgage, and (6) all payments and monetary obligations required of the owner of such property under any instrument or agreement creating such mortgage, all payments and monetary obligations required of the owner of such property under any instrument or agreement creating such mortgage, and (6) all payments and monetary obligations required of the owner of such property under any instrument or agreement creating such mortgage. In the event of the passage of any law deducing from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for sale or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of such taxes, the holder of this mortgage, as to affect this mortgage, shall not be bound by such laws, but shall, nevertheless, pay the same. In the event of any change in the amount of the principal of this mortgage, the holder of this mortgage shall pay to Lender upon the date specified by law, in addition to the principal amount and interest due, the amount of such taxes as to affect this mortgage, the holder of this mortgage shall not be bound by such laws, but shall, nevertheless, pay the same. In the event of any change in the amount of the principal of this mortgage, the holder of this mortgage shall pay to Lender upon the date specified by law, in addition to the principal amount and interest due, the amount of such taxes as to affect this mortgage, the holder of this mortgage shall not be bound by such laws, but shall, nevertheless, pay the same. (6) Impositions. To pay to Lender, if Lender shall so request in addition to any other payments required hereunder, monthly advance installments, as established by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this mortgage (hereinafter referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amount paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or defined herein, Borrower shall pay to Lender upon the date specified by law, in addition to the principal amount and interest due, the amount of such taxes as to affect this mortgage, the holder of this mortgage shall not be bound by such laws, but shall, nevertheless, pay the same. In the event of any change in the amount of the principal of this mortgage, the holder of this mortgage shall pay to Lender upon the date specified by law, in addition to the principal amount and interest due, the amount of such taxes as to affect this mortgage, the holder of this mortgage shall not be bound by such laws, but shall, nevertheless, pay the same. (7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise, (a) for injury or damage to such property, (b) in connection with any condemnation, expropriation or other insurance policy, condemnation or other recovery. The amount received by Lender pursuant to this Mortgage under any life or other insurance policy, in connection with any condemnation for public use or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to reimburse, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any action or proceeding to such notice. (8) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any life or other insurance policy, in connection with any condemnation for public use or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to reimburse, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any action or proceeding to such notice. (9) Litigation. Borrower shall defend this trust in any action or proceeding purporting to affect such property whether or not it affects the lien hereof, purporting to affect the lien hereof and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property; and Lender is hereby authorized, without obligation so to do, to prosecute or defend and/or intervene in any action or proceeding, and retain counsel therein, and take such action as either may be deemed necessary or advisable, and may settle, compromise or pay the same or any other claims and, in so doing, may expend and advance such sums of money as either may deem necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses of a party defendant or otherwise, and irrevocable and irrefragable (including the interest of Lender in such property or their respective rights or powers hereunder brought by Lender to enforce this Mortgage), if such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest, or the terms on which he has such interest, or to do so, without the written consent of Lender being first obtained. (10) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest, or the terms on which he has such interest, or to do so, without the written consent of Lender being first obtained. (11) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest, or the terms on which he has such interest, or to do so, without the written consent of Lender being first obtained. (12) Loan on Leasehold Estate. If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest, or the terms on which he has such interest, or to do so, without the written consent of Lender being first obtained.

5329016

(23) Waiver of Statute of Limitations. Time is of the essence as to all of Borrower's obligations under this Mortgage, and to the extent provided by law, Borrower waives all present or future statute of limitation with respect to any debt, demand, or other liability incurred by or for Borrower under this Mortgage. This is to be understood to include, without limitation, the right to enforce or collect any debt, demand, or other liability incurred by or for Borrower under this Mortgage.

(22) Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose, the Mortgagee may appoint a receiver to take possession of the property and to collect, manage, and dispose of the property. The receiver shall have the power to sell, lease, or otherwise dispose of the property, and to execute any instrument which may be necessary or convenient for the receiver to carry out his duties. The receiver shall also have the power to sue and be sued, and to do all other acts which may be necessary or convenient for the receiver to carry out his duties.

(21) Foreclosure of Mortgage. When the indebtedness hereby secured has become due, the lender may exercise its right to foreclose the mortgage and to take possession of the property. The lender may do so by filing a complaint in court or by other means provided by law. The lender may also appoint a receiver to take possession of the property.

(20) Remedies. No remedy, right, or power shall be exhausted or waived by the exercise of any other remedy, right, or power. The lender may exercise any or all of the remedies, rights, and powers provided by law, and may do so in any order and in any combination. The lender may also appoint a receiver to take possession of the property.

(19) Right to Collect and Receive Interest and Profits. Notwithstanding any other provisions herein, the lender shall be entitled to collect and receive all interest and profits on the mortgage. The lender may also appoint a receiver to take possession of the property.

(18) Modification in Writing. This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage. Any change or modification must be made in writing and signed by the lender and the borrower.

(17) No Waiver by Lender. No waiver by the lender of any part of the obligations hereunder shall constitute a waiver of any other part of the obligations hereunder. The lender may exercise any or all of the remedies, rights, and powers provided by law, and may do so in any order and in any combination.

(16) Acceleration Clause. Right of Acceleration. If the borrower fails to pay any installment of principal or interest when due, or if the borrower fails to comply with any other obligation under this Mortgage, the lender may declare the entire amount of principal and interest due and payable immediately.

(15) Failure of Borrower to Comply with Mortgage. If the borrower fails to comply with any obligation under this Mortgage, the lender may declare the entire amount of principal and interest due and payable immediately. The lender may also appoint a receiver to take possession of the property.

(14) Funds Advanced to Borrower and To Be Added to Loan Interest and To Be Applied to Principal. The lender may advance funds to the borrower for any purpose, and such advance shall be added to the principal amount of the loan. The lender may also appoint a receiver to take possession of the property.

(13) Appointments. The lender may appoint one or more agents to act on its behalf in connection with this Mortgage. The lender may also appoint a receiver to take possession of the property.

(12) Obligations of Borrower. The borrower shall be obligated to pay the principal amount of the loan, with interest, and to pay all other obligations under this Mortgage. The borrower may also appoint a receiver to take possession of the property.

(11) Prerequisite Charge. Should any lien or obligation be recorded against the property prior to the recording of this Mortgage, the lender may require the borrower to pay such lien or obligation before recording this Mortgage. The lender may also appoint a receiver to take possession of the property.

(10) Assignment of Mortgage. The lender may assign its interest in this Mortgage to another person. The lender may also appoint a receiver to take possession of the property.

(9) Surrender of Property. The borrower shall be obligated to surrender the property to the lender upon the maturity of the loan. The lender may also appoint a receiver to take possession of the property.

(8) Completion of Documents. The lender shall be obligated to execute and record all documents necessary to carry out its obligations under this Mortgage. The lender may also appoint a receiver to take possession of the property.

(7) Assumption of Mortgage. The lender may assume the mortgage and may do so in any order and in any combination. The lender may also appoint a receiver to take possession of the property.

(6) Assignment of Mortgage. The lender may assign its interest in this Mortgage to another person. The lender may also appoint a receiver to take possession of the property.

(5) Surrender of Property. The borrower shall be obligated to surrender the property to the lender upon the maturity of the loan. The lender may also appoint a receiver to take possession of the property.

(4) Completion of Documents. The lender shall be obligated to execute and record all documents necessary to carry out its obligations under this Mortgage. The lender may also appoint a receiver to take possession of the property.

(3) Assumption of Mortgage. The lender may assume the mortgage and may do so in any order and in any combination. The lender may also appoint a receiver to take possession of the property.

(2) Assignment of Mortgage. The lender may assign its interest in this Mortgage to another person. The lender may also appoint a receiver to take possession of the property.

(1) Surrender of Property. The borrower shall be obligated to surrender the property to the lender upon the maturity of the loan. The lender may also appoint a receiver to take possession of the property.

(1) Prerequisite Charge. Should any lien or obligation be recorded against the property prior to the recording of this Mortgage, the lender may require the borrower to pay such lien or obligation before recording this Mortgage. The lender may also appoint a receiver to take possession of the property.

(1) Assignment of Mortgage. The lender may assign its interest in this Mortgage to another person. The lender may also appoint a receiver to take possession of the property.

(1) Surrender of Property. The borrower shall be obligated to surrender the property to the lender upon the maturity of the loan. The lender may also appoint a receiver to take possession of the property.

(1) Completion of Documents. The lender shall be obligated to execute and record all documents necessary to carry out its obligations under this Mortgage. The lender may also appoint a receiver to take possession of the property.

(1) Assumption of Mortgage. The lender may assume the mortgage and may do so in any order and in any combination. The lender may also appoint a receiver to take possession of the property.

(1) Assignment of Mortgage. The lender may assign its interest in this Mortgage to another person. The lender may also appoint a receiver to take possession of the property.

(1) Surrender of Property. The borrower shall be obligated to surrender the property to the lender upon the maturity of the loan. The lender may also appoint a receiver to take possession of the property.

(1) Completion of Documents. The lender shall be obligated to execute and record all documents necessary to carry out its obligations under this Mortgage. The lender may also appoint a receiver to take possession of the property.

(1) Assumption of Mortgage. The lender may assume the mortgage and may do so in any order and in any combination. The lender may also appoint a receiver to take possession of the property.

(1) Assignment of Mortgage. The lender may assign its interest in this Mortgage to another person. The lender may also appoint a receiver to take possession of the property.

(1) Surrender of Property. The borrower shall be obligated to surrender the property to the lender upon the maturity of the loan. The lender may also appoint a receiver to take possession of the property.

(1) Completion of Documents. The lender shall be obligated to execute and record all documents necessary to carry out its obligations under this Mortgage. The lender may also appoint a receiver to take possession of the property.

(1) Assumption of Mortgage. The lender may assume the mortgage and may do so in any order and in any combination. The lender may also appoint a receiver to take possession of the property.

(1) Assignment of Mortgage. The lender may assign its interest in this Mortgage to another person. The lender may also appoint a receiver to take possession of the property.

91065359

UNOFFICIAL COPY

(24) Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus 73,500.00

(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to any of such financial statements.

(26) Governing Law: Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) Offsets. No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) Misrepresentation or Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property.

(30) Notice to Borrower. Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number, includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) Adjustable Rate Mortgage Provisions. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

(33) Waiver of Right of Redemption. Borrower has been directed by its beneficiary to and hereby does waive any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Borrower acquiring an interest in or title to the Property subsequent to the date of this Mortgage.

This Mortgage is executed by
MAYWOOD-PROVISO STATE BANK

not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on 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 for any breach of any warranty contained in this Mortgage and any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREIN ABOVE SET FORTH.

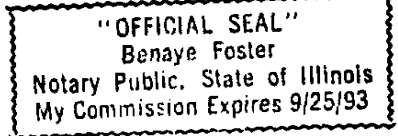
ATTEST: MAYWOOD-PROVISO STATE BANK
By: Gail Foster
Its: ASSISTANT SECRETARY

as Trustee as aforesaid, and not personally or individually
By: John P. Sternisha
Its: _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS: LOAN NO. 1294260-3

I, BENAYE FOSTER, a Notary Public, in and for and residing in
County, in the State aforesaid, DO HEREBY CERTIFY that
and GAIL NELSON, the Assistant Secretary, respectively, of MAYWOOD-PROVISO STATE BANK
personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such
President and Assistant Secretary, respectively, appeared before me this day in person and being first duly sworn by me
severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act
of said company, for the uses and purposes therein set forth and the said Assistant Secretary, as custodian of the corporate
seal of said company, did affix the corporate seal of said company to said instrument as said Assistant Secretary's own free
and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 6th day of FEBRUARY, 1991



Benaye Foster
Notary Public

91065359