REI TITLE GUARANTY ORDER # (1-450)

\$ 16.00

20TH day of MARCH THIS MORTGAGE ("Mortgage") is made this 91 between Mortgagor, WARREN M. PAZEN AND SHIRLEY I. PAZEN, HIS WIFE

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

WARREN M. PAZEN AND or "Our") SHIRLEY I. PAZEN

is fare) indebted to us pursuant to an

Equity Source Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collate al. Assignment of Beneficial Interest in the land trust holding title to the property ("Security Agreement"), in the principal sum of 🛂 🕏 40,000.00 , (your "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of interest, optional credit life and or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the date hereof, thereafter, for periodic installment payment of 1 240th of the Outstanding Principal Balance (or such greater sum as necessary to fully repay the Outstanding Principal Balance in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1(C) hereof), interest, optional credit life and or disability insurance premiums, and miscellaneous fees and charges for twenty (20) years, all such sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof

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

LOT 3 IN HENRICY'S SUBDIVISION OF LOT 4 IN BLOCK 14 IN ARTHUR T. MC INTOSH AND COMPANY'S PALATINE ESTATES UNIT NUMBER 2 IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT OF SAID HENRICY'S RESUBDIVISION RECORDED AS DOCUMENT Office (24460017, IN COOK COUNTY, ILLINOIS.

02-26-105-012 P.I.N. No.

1623 CALIFORNIA which has the address of ILLINOIS 60008

ROLLING MEADOWS

(state and zip code), thereif "roperty address");

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

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

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

Covenants. You and we covenant and agree as follows:

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

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

91137876

Cithanic Federal Savetigs Barie Cine South Dearbeith Street Chicago: it 60603

UNOFFICIAL COPY

00.∂∤ ₽

Color

Property of Cook County Clerk's Office

Epropythe Think H

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

(1) Interest During the Revalving Line of Credit Term. You agree to pay interest to "Finance Charge") on the Outstanding Principal Balance of your Equity Source Account during the Revolving Line of Credit Term as determined by the Agreement.

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

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

Your rate of interest "Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of ONE & 1/4 1.25 () percent for the applicable Billing Cy (e)

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

Interest During the Closed-End Repayment Term—You agree to pay interest in Finance Charger during the Closed-End Repayment Term on the Outstanding Principal Balance of your Equity Source. Account which has not been paid beginning on the day after the Conversion Date and continuing until the full. On standing Principal Balance has been paid. Your Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the periodic Balang Statement for your One-Handred Twenty Fact 0.24sto Balang Cycle as the Outstanding Principal Balance and rereferred to herein as the "Initial Closed-End Principal Balance". If you have used Equity Source Account checks that have not been posted to your account as of the Conversion Date, and those checks are subsequently paid by us, your faitial Closed-End Principal balance will be increased on subsequent periodic Billing Statements to reflect such Loans.

T) e rate of interest (Annual Percentage Rate) during the Closed-End Repayment Term will be determined and will vary based upon the Reference Rate described in the Agreement and in Paragraph 1 (D) here;

The "Current Reference Rate" is the most recent Reference Rate available sixty (69) days prior to each "Change Date", (defined below).

Each day on which the interest rate effective during the Closed-End Repayment Term may change, and the first day of the Closed-End Repayment Term, is a "Change Date". Interest rate changes during the Closed-End Repayment Term may occur on the first day of the Closed-End Repayment Term and on the same day of the month every twelve 3.20 months thereafter

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

Fach new interest rate will become effective with each Change Date, and will be reflected in the paymer! due immediately after that Change Date

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

The fund shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including us if we are such an institution). We shall apply the funds to pay the escrow items. We may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless we pay you interest on the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, we shall not be required to pay you any interest or earnings on the funds. We shall give to you, without charge, an annual accounting of the funds showing credits and debits to the funds and the purpose for which each debit to the funds was made. The funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the funds held by us, together with the future monthly payments of funds phymble prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at your option, either promptly repaid to you or credited to you on monthly payments of funds. If the amount of the funds held by us is not sufficient to pay the escrow items when due, you shall pay to us any amount necessary to make up the deficiency in one or more payments as required by us.

Upon payment in full follows a used by the left egelind transferred of the Agree ont, we shall promptly refund to you any funds held by as. It under paragraph 20, the property is sold or acquired by us, we shall apply, no later than immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the same secured by the Mortgage.

The above and foregoing provisions contained in this paragraph 2 relating to payment by you to us of funds in escrow shall be excused so long as you are required on the date hereof, and continue after the date hereof, to make comparable payment of funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property, which such mortgage or similar security agreement has priority over this Mortgage. You agree to provide us with proof of payment of such funds in escrow.

- Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and the Mortgage shall be applied first to the Linance Charge stated in your oldest past due periodic Billing Statement, if any, and then iduring the Closed End Repayment Terms to the fraction of the Initial Closed End Principal Balance due for the same Periodic Billing Statement. Payments will then be applied similarly to Finance Charges and the fraction of the Initial Closed End Principal Balance due on the next oldest past due statement, and then to successive past due statements, until all past due Finance Charges and the fraction of the Initial Closed End Principal Balance due are fully paid. The balance of your payments will next be applied to the amounts stated due on the current periodic Billing Statement in the following order: (1) insurance premiums billed and past due, (2) any Annual Fee which is due and payable; (3) any other charge, excluding insurance premiums, authorized by the Agreement, (4) Finance Charges billed but not past due, (5) insurance premiums billed but not yet past due as of the current statement, and to payment of any Outstanding Principal Balance. Any balance of payment will be applied to payment of all Finance Charges which accrue after the Periodic Billing Statement date and prior to the date payment was received by us. Any remaining amount will create a ceedit balance. Charges incurred pursuant to paragraph 7 hereof will be treated as Finance Charges for purposes of application—payments only.
- 4 Charges; Lieas. You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. You shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, you shall pay them on time directly to the person owed payments. You shall promptly farmshow as all notices of amounts to be paid under this paragraph. If you make these payments directly, you shall promptly farmshow events evidencing the payments.
- you shall promptly farmsh to be excepts evidencing the payments.

 5. Hazard Insurance—You will keep the improvements now existing or hereafter erected on the property insured against loss by tire, any hazard included without the term "extended coverage" and any other hazard for which we require insurance. This insurance shall be maintained in the angeous and for the periods that we require. The insurance carrier providing the insurance shall be chosen by you subject to our above all which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to us and shall include a standard mortgage clause. We shall have the right to hold the policies and renewals. If ye require, you shall promptly give to us all receipts of paid premiums and renewal notices. In the event of loss you shall give product to the insurance carrier and us. We may make proof of loss if not made promptly by you.

Unless we and you otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damages, if the restoration or repair is economically tess pie and our security is not lessened. If the restoration or repair is not economically feasible or our security would be lessened, the income proceeds shall be applied to the sums secured by this Mort gage whether or not then due with any excess paid to you. If you afrandon the property or do not answer within thirty 600 days a notice from us that the insurance carrier has offered to settle it claim, we may collect the insurance proceeds. We may use the proceeds to repair or restore the property or to pay sams secures of this Mortgage, whether or not then due. The 30 day period will begin when the notice is given

Unless we and you otherwise egree as writing any apparation of give easter principal shall not extend or postpone the due date of the payments referred to in paragraphs leavel a or change the amount of the payment. If under paragraph 20, the property is acquired by us, your right to any insurance policies and proceeds resulting from the age to the property proceeds to us to the extent of the sums secured by the Mortgage immediately prior to the acquisition.

- ii. Preservation and Maintenance of Property; Leaseholds. You shall not best for damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold you shall compay with the provisions of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree to the merger in writing.
- 7 Protection of our Rights in the Property. Mortgage Insurance—If you fail to perfect, the coverants and agreements contained in this Mortgage or there is a legal proceeding that may significantly affect our right—if the property (such as a proceeding in bankruptcy—probate—for condemnation or to enforce laws or Regulations), there we may do any pay for whatever is necessary to protect the value of the property and our right—in the property. Our action may include paying a greatest section by a lien which has priority over the Mortgage appear or a court paying reasonable attorney. See and entering with a property to make repairs. Although we may take a state and entering with a payart spill—we do not have to the

repairs. Although we have a tree is decided to a paragraph of Kendens of the entropy.

Any amounts discussed to a substitute paragraph of some additional decided to see seed to the Mangape Unless you and we agree to other term of a process. These area into the large from the date of dishursement and the rate provided on the Agreement and shall be payable, with inserest, upon notice from us to you requesting payment.

If we require mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain the insurance in effect antil such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

- 8. Inspection. We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice at the time of or prior to an inspection specifying reasonable conse for the inspection.
- 9 Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us.

In the event of a total taking of the property, the proceeds shall be applied to the cums secured by this Mortgage, whether or not then due, with any excess paid to you. In the event of a partial taking of the property, unless you and we otherwise agree in writing the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: to the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to you

If you ahandon the property, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within thirty 630 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

ni bartuoni saenagza Ha roslloo or balritna ad Hada aW knibacceding. We shall be entitled to collecte Ha respensa incurred in

hing studies of the successors and sasigns, and of the professions are presented from the professions of paragraph 19. Your coversands and 11 Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mort-Apollion to tilkin van to estimave edit de temp real rowing the control of the second of the forest with the forest of the control of The To the state of the property of the property among the same secure of the same secure of same of s Police of costs original successor in inversa. We shall not be required to commence proceedings against any successor in interest adi arrafa or anriado fon llinde etnog to regiann ni toeresonie ynn of en yd bathrif agretiaeth eigh et en ear

(0) You're Not Released; Forbearance by us Not a Waiver. Extension of the time for payment or modification of amortiza-

mannerage, and to except with to surrented to the special privation bearing the scheme of the Appendix of the contract of the section of t 11 grant to the defit opifities are been us seemed by this Mortgage, and to agrees that we and any ather Mortgagor entry of the street of the theory of the theory of the Morigania street in property and the terms of this Morie ers of the construction of the Albertandor who continue this Mortgage but does not execute the Agreement (ii) is co-

art November and the Archive transfer of the behavior presenting this Moragane as any other Owner! of the

ssemble value gas to semble greegeng of Cost between ad Hads out on ad? Dodgern radions, to set see, goes we be apply a cost set by the season between the search and to the to distinct season between the cost of the season between the season Solitor sen's serio y or modificant for in this Mortga ed librate agrigancy sint in the following not perfect enses and Themsolgh of tabin agric distributed in a substitution in the property of the positive distribution of the property of the pr pumpar e quinos or moursed morp e zungem squo mousoazy, oquaspum powo jediound oquate que seperative a travelo a con tum off moy or bahandar ad fline stimil bartimrag bahaarsa daidne noy mort harvalles, throubs since since de brees some the construction а<mark>цэ оэ айлвца ацэ алирал оэ эйлжээл эн энионив ацэ э́ц раапрал ад Цвць айлвца ивој ц</mark>ать хисточ асцэ элгэн раслай абосы (село nisol arti firm northennico ni bethellop ed of no bethellop egando nisol reducita ne regenerative bethellop ed bur issaturda meol minutixum susa daida wal a or rasijdas si surigiro M suft ad benuaes mem eeu/ edi H - segarid) ana.i

staillines insuranted and no suggested shift to searly no noisivorq gas until inserciant in bandon a conspect of the search positions and inspection of the suggest south and no distributed and no suggest such as a position of the suggest of the particular interests of the suggest of the particular interests of the suggest of the sugge -simi adr to wat air bins noimhiger bins wal latabat yd banravog ad llade agagriol/ eid? - giliidarav e w O gainravoi). The second secon

ssappe ango sue ao ujaang papus sisappe ano or jirur siepo asay sig ujasya og jirgs et eo et ee e et e

Included the control of the control of the property which has a mark here the property of the Monthage of the control of the c From Moregage. 18 1 care and agree to comply with all of the terms and conditions and coverants of any more

of the first of the standard of the first operation is a connection with any total of the source to the first operation deprivation and the first operation in the connection of the first operation and the first operation in the connection of the first operation and the first operation is a second operation of the first operation operation of the first operation operation operation operation operation operation operation operation op and not notice that it is not of the first of the day and the ending the second second second second second to the second second

the control of the control of the state to refuse to make additional hours to you under the Agreement wednes your Credit and the control of the control of the state and another all same are the first and on any index the Agreement in the of the state of the state provided for in the norm as men default bud occurred in addition to the esse processes a removed corporation account. The principal for an economic under the Agreement after default shall He did not consider the same that access the next is some for the Lim Landers and consider the considering the first same and considering the ariupar bins inmoork aranos griupA anog arkinimasi ykin aw lag, arrolk sidi ao mamaciiA/ ach radinic dae eal maca ea ea ea

equationed month submined in the submined notion introduced to the horizontal tensor of the state of the state of the submined months and the horizontal manual months and the horizontal manual manual manual manual months and the horizontal manual that a solid at measures as social solution in the solid change in your financial encounts, more places as major to that page of the contract of the spirit of the spirit of the spirit of the spirit property of the spirit below the appropriate the spirit of the sp Right to Reduce Line of Credit - He may, during the Revolving Line of the different reduce your Credit Limit or sussisire rapid on thirlab advect su bal non a different that that the lond of the durational set on a set of a set of Ruthward and is a vision sum now compose and which is not obtained in the properties of the contract of the co

It are now yet the Proposition of the output is even in in the even the relation to the thing of the proposition of the terminal трайшира seq sueor; тацыян амери от ээрэгээ эцбэгээ элэгээ 🕬 🗇 🕾 sibnos ada trada entra esconsolo mos base ented voltani interio obtanti humano et tizat entere esconsolo e processes a meson objection ander the Agreement. If we refuse to make further Loans to you, but do not reministe your in our annual de socious y brunos un bus sinsus un seinnissum e mod obtanto quintum que regi e socious de la contraction are an enterprise and an experience in the control of the control

approved pure any spaniparity of or our professors are present as the anoinge we are all inversed in three de years or best not containing an option to purchase we may, at our option, Kauaui asuqamd v pa uaripasa aqi ma fuipiqaxa tirasuna najiraw kand mo moqirw. Panti ma j Minos (1967) 1947 (1 off to granded add to also in inflatsin not incomessay, gan no beed not income against solven a conservation of one is a first chemical and land trust the duling title to the property is assigned or firm defrence of from

absectived in the notive, at our option, we may require immediate payment in full of all sums secured by this Mortgage withour the nonvisiones it definition and other defense to acceleration and foreclosure. If the default is not cured on or before the Raibssorg studiosoft at it freeza of tight off ban actual sea softs stated of the off of the contraction off. with the state of the bank gradies of the graded by this Martgage, foreclosure by judicial proceeding and solve of the property. oda ai boilioupe omb oda orolod to no alumbob oda orus or orulint med (b) bun Borne od reum alumbob oda doido yd (moz oa nozig, si witten and wing from the decine the decine the default (o) addice for a less than 30 days from the date draw spinds solion off. Jasiwradio sabivorq wal aldavilqqa saslau & Aqbryaraq raban nolibrashvan or raing ton indlegagivole side at toenweerge To then we will discuss the following property in the property of the second property of the second property of $a \cdot a \cdot b$

n ler paragrash 2007 and idonicent of the property and at any time prior to the expi 24 Possession, 1 por ration of any period of redemption following judicial sale, we fin person, by agent or by judicially appointed receiver) shall be entitled to enter upon take possession of and manage the property and to collect the reads of the property including those past due Any rents we or the Receiver collect shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage

22. Release. Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you.

We shall pay any recordation costs

Waiver of Homestead - You waive all right of homestead exemption in the property.

23. 24 Trustee Exculpation. If this Mortgage is executed by an Illinois land trust trustee executes this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested as it as a contrastee, and it is expressly under stood and agreed by us and by every person now or bereafter claiming any right or security beceinder that nothing contained herem or in the Agreement secured by this Mortgage shall be construed as creating any hability on the trustee personally to pay said Agreement or any interest that may accrue thereon, or any indebtedness accruing bereander or to perform any covenants either express or implied herein contained, all such liability of any being expressly waived, and that any recovery on this Mort gage and the agreement secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Agreement, but this waver shall in no was affect the personal liability of any individual co-maker or guarantor of the Agreement.

Dated: MA	RCH 20	1991
-----------	--------	------

IF MORTGAGO? IS AN INDIVIDUAL:

Individual Mortgagor WARREN M. Individual Mortgagor SHIRLEY T. PAZEN

Other Owner

STATE OF ILLINOIS COUNTY OF

I, the undersigned, a Notary Public in and for 5 of County, in the State aforesaid, DO HEREBY CERTIFY that

WARREN M. PAZEN AND SHIRLEY L. PAZEN. HIS WIFE personally known to me to be the same person whose pamples is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that TPEY signed, sealed and delivered the said instrument. THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this

day of 1) CUICK

Commission Expires:

NOTARY PUBLIC STATE OF LLING MY COMMISSION EXPINES 10/27/35

TE MORTGAGOR IS XYYKUSYYYY

not personally but solely as trustee as aforesaid

By:

ATTEST:

CDDoIts

STATE OF ILLINOIS) 88

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HERRIBY CERTIFY that , President and

Secretary, respectively, appeared before me this day in person, 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, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of

Notary Public

Commission Expires: