PECORDATION REQUESTED BY: OFFICIAL COPYO

Leyden Schools Credit Union 9617 W. Grand Aye. P.O. Box 236 Franklin Park, IL 60131

WHEN RECORDED MAIL TO:

Leyden Schools Credit Union 9617 W. Grand Ave. P.O. Box 236 Franklin Park, IL 60131

SEND TAX NOTICES TO:

DEPT-01 RECORDING

\$14.29 745555 JRAN 0215 05/15/91 07:11:00

#5338 # E x-91-230001

COOK COUNTY RECORDER

91230001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

AMOUNT OF PRINCIPAL INDEBTEDNESS: \$45,000.	00
	, between Robert Snyder and Valerie Snyder, his
wife in joint tenancy.	
whose address is 292/ Edgington, Franklin	Park, IL 60131
	dil Union, whose address is 9617 W. Grand Ave., P.O. Box 236, Franklin Park, IL
1	ed and existing under the laws of the State of Illinois.
10_	
	irantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and all existing or subsequently erected or affixed buildings, improvements and futures; all
easements, rights of way, and appurturar cest all water, water	rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation
	real property, including without limitation any rights the Grantor later acquires in the fee
	and all minerals, oil, gas, geothermal and similar matters, located in of Illinois (the "Real Property"):
the County of Cook	of minois (the frest Froperty).
TOTE 39 AND 40 IN BLOCK 14 IN FRANCLIN	PARK, A SUBDIVISION IN SECTION 27, TOWNSHIP 40
SORTH RANGE 12 FAST OF THE THILD FRI	NCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
g	,
5	
)	7
	91230001
	7 /)

The Real Property or its address is commonly known as	2924 Edwington Frankin Pork		n 60131
	rrangiin Mark		T 00171

Property Tax ID No.: 12-27-114-051

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the rise perty.

2. DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attnibuted to such terms in the Illinois Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Barrower. The word "Borrower" means each and every person who signs the LOANLINER® Home Endry Plan Credit Agreement secured by this Mortgage.

Credit Agreement. The words "Credit Agreement" mean the revolving tine of credit agreement dated. Hay 4, 1991. between Lender and Grantor with a credit limit of the amount shown on the first page of this Security Instrument, togetter with all renewals of, extensions to, incompanies of, remarkings of, consciousons of, and substitutions for the Credit Agreement and this Mortgage is due is 19 mapping daily of this mortgage, which all indebtedness under the Credit Agreement and this Mortgage is due is 19 mapping daily of this mortgage, which is the revolving line of credit is a variable interest rate based upon an index. The index currently is 19 mapping daily of this mortgage, which is the revolving line of credit is a variable interest rate based upon an index. The index currently is 19 mapping daily of this mortgage, which is the index of the ind due is May 4, 2011 — The interest rate under the urrently is 09.0 % per an ium. The interest rate to be percentage points above the index. The urgest however to the maximum rate allowed by applicable law.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or

Improvements. The word 'Improvements' means and includes without limitation all existing and future improvements, futures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

indebtedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without fimilation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the timitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any ≥ero balance.

Lease. The word "Lease" means any lease between Grantor and the Lessor of the Property.

Lender. The word "Lender" means Leyden Schools Credit Union, its successors and assigns. The Lender is the mortgages under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender-

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and retunds of premiums) from any sale or other disposition of the Property. 629

MORTGAGE SECOND

į 2

Ť

. .;

UNOFFICIAL COPY

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, royalties, and profits from the Property.

THIS MORTGAGE, AND, IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

- 3. PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under the LOANLINER® Home Equity Plan Credit Agreement and under this Mortgage.
- 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in lenantable condition and promptly perform all repairs and maintenance necessary to preserve its value.

Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a Hazardores Substances tien on the Property, ur so for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms a eldefined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 Substance, as those terms all defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1950, as amended, 42 U.S.C. Section 9601, et al., CCERCLAT, the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal laws, or regulations adopted pursur it 1) any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender as 7 deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (a) releases and waives any fut its claims against Lender for incernative or contribution in the event Grantor becomes liable for cleanup or other costs under any such taws, and (b) ac ses to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. It is obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Spi cife ally without limitation, Grantor with not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gray et or rock products without the prior written consent of Lender.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Fundance. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including applicates a special process. So long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopar's ed. Lender may require Grantor to post adequate security or a surely bond, reasonably selistactory to Lender, to protect Lender's interest.

Duty to Protect. Granfor agrees neither to abandon nor leave una lend of the Property. Granfor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

- 5. COMPLIANCE WITH LEASE. If there is a Lease on the Property, Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor further agrees (a) not to surrender, terminate, or cancel the Lease, and (b) not to modify, change, supplement, after, or amend the Lease, either orally or in writing without Lender's prior written consent. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even it there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all ur / portion of the lee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute. deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.
- 6. REHABILITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations under any nome rehabilitation, improvement, repair, or other loan agreement which Grantor may enter into with Lender. Lender, at Lender's option, may require Cantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have again. I parties who supply labor, materials or services in connection with improvements made to the Property.
- 7. DUE ON SALE CONSENT BY LENDER. Lender may, at its option, have the right to accelerate, that is, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfers, without the Lender's prior written consent, of all conveyant of the Real Property, or any interest in the Real Property. If Grantor selss or transfers the Real Property without the written consent of Lender, liven, prior to acceleration Lender shall give notice to Grantor. The notice shall provide a period of not less than ten (10) days from the date of the notice within which Grantor may pay the sums declared due. If Grantor fails to pay those sums prior to the expiration of such period, Lender may, without it rither notice or demand on Grantor, invoke any remedies permitted in this Mortgage. A "sale or transfer" means the conveyance of Real Property or any right, title or interest thereit whether legal or equitable; whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, is or contract for deed, leasehold interest with a term greater than three (3) years, lease—option contract, or by sale, assignment, or transfer of any per eficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this right or shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.
- 8. TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mongage

Notice of Transfer. Grantor shall give notice to Lender, as provided in this Mortgage, prior to any sale or transfer of all or part of the Property of any rights in the Real Property. Any person to whom all or part of the Real Property is sold or transferred also shall be obligated to give notice to Lender, as provided in this Mortgage, promptly after such transfer.

Advances After Transfer. All amounts advanced under the LOANLINER® Home Equity Plan Credit Agreement, up to the Credit Limit, are secured by this Mortgage, whether advanced before or after sale or transfer of the Real Property, except any amounts which may be advanced by Lender more than five (5) days after notice to Lender, as provided in this Mortgage, that such transfer or sale has occurred. Even if Granton transfers the Real Property, Grantor will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Grantor in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Grantor, Lender may require that the person to whom the Real Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

9. TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any lax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within litteen (15) days after the lien arises or, if a lien is filed, within fitteen (15) days after the lien arises or, if a lien is filed, within fitteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foxedosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall content as a additional obligation under any surety bond (principled in the contest properties). name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any

materials are supplied to the Property, if any mechanic's lien, materials and the cost exceeds \$10,000.00. Grantor will upon request of Lender turnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

10. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall produre and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any consurance clause, and with a standard mortgagee clause in favor of Lender. If the Real Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain Federal Flood insurance to the eldent such insurance is required and is available for the term of the loan and for the full unpaid principal balance of the loan. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000,00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. It, in Lender's judgment, the restoration or repair is economically feasible and Lender's security is not lessened, insurance proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a Claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mongage at any trustees sale or other sale held under the provisions of this Mongage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions cortained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the ricent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance to come payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the rulder of the Existing Indebtedness.

- 11. EXPENDITURES BY LENGER. If Grantor tails to comply with any provision of this Mortgage, including any obligation to maintain Existing indebtedness in good standing as required Gelow, or if any action or proceeding is commenced that would materially affect Lendor's inflorests in the Property, Lender on Grantor's behalf may, but notice to Grantor, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing "of locar interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the creditine. This Mortgage also will secure payment of there impossing provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on according default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have read
- 12. WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property (including a leasehold interest, if any), free and clear of all fiens and encumprances except those of record, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph at ove, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Gran or may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may reque it from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable taws, ordinances, and regulations of governmental authorities.

13. EXISTING INDEBTEDNESS. The following provisions concerning existing indebt of uss (the "Existing Indubledness") are a part of this Modgage.

Existing Lien. The tien of this Mortgage securing the Indebtedness may be secondury and interior to an existing lien, if there is such a tien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, oxed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified amended, extended, or remove it without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

14. CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Morroage.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election against that all or any portion of the net proceeds of the award be applied to the Indeptedness under the LOANLINERS Home Equity Plan, subject to the Imms of any mortgage or deed of trust with a lien which has priority over this Mortgage. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and G an or shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes [= 5] fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's tien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without fimilation all taxes, tees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indeptedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indeptedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and inferest made by Grantor.

16. FURTHER ASSURANCES. The bliowing provisions relating to further assurances are a part of this Mortgage.

Further Assurances. Upon regizest of Lender, Granfor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and which requested by Lender, cause to be filled, recorded, refilled, or rerocorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve. (a) the obligations of Granfor under the Credit Agreement, this Mortgage, and the Related Documents, and. (b) the liens and security interests created by this Mortgage on the Property. Unless prohibited by law or agreed to the contrary by Lender in writing, Granfor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

- 17. FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor uncer this Mortgage. Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage. Grantor was pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.
- 18. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a take statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the

holder of another lien, or the use of funds or the dwelling for prohibited purposes.

19. GRANTOR'S RIGHT TO CURE. Upon the occurrence of any Event of Default (other than fraud or material misrepresentation) and prior to exercising any of the rights and remedies provided in this Mortgage or by law, Lender shall give notice as provided in the Mortgage and as required by applicable law. The notice may be combined or sent with any notice required by applicable law and shall specify: (a) the Event of Default; (b) the action required to cure the default; (c) a date not less than thirty (30) days (or any longer period as required by applicable law or elsewhere in this Mortgage) from the date the notice is given to Grantor by which the default must be cured and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the property. The notice shall further inform Grantor of the right to reinstate after acceleration and the right to assert in a foreclosure proceeding the nonexistence of an event of default or any other defense of Grantor to acceleration and sale. However, if Lender has given Grantor a right to cure with respect to a prior Event of Default which occurred within three hundred sixty-five (365) days of the present event of Default, Grantor shall not be entitled to receive the right to cure described in this paragraph.

20. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding forectosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judg/ icn1 If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lenuer shall have all other rights and remedies provided in this Mortgage or the LOANLINER® Home Equity Plan Credit Agreement or available at P.w or in equity.

Sale of the Property. Try he extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remeries, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bir, at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give G an or reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intendrid uisposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (40) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver Live in party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict comptince with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any station to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as a lorger's fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's ripin on are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lewsuit, including attorneys' fees for bankruptcy proceedings (including records, obtaining title reports (including foreclosure reports), survey reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Granter also will pay any court costs, in addition to all other sums provided by law.

21. NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Montage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered as in mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown rear the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other positives, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender's informed at all times of Grantor's current address.

22. ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property las been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its condition on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Granton's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations under the Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall protein all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

23. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Grantor's Copy of Documents. Lender agrees to provide Grantor with a conformed copy of both the LOAMINER® Home Equity Plan Credit Agreement and this Mortgage at the time they are executed or within a reasonable time after this Mortgage is recorded.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or size incumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inute to the benefit of the parties, their successors and assigns. It ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of titenois as to all indebtedness secured by this Morlgage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to

UNOFFICE CORY 1

subsequent instances where such consent is required. GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. * Valerie Sneyler Kobent Signed, acknowledged and delivered in the presence of: Witness Witness C. Glaudell, Loan Officer LEYDEN SCHOOLS CREDIT UNION This Mortgage prepared by: 9617 W. Grand Ave., P. O. Box 236 Franklin Park, Illinois 60431 INDIVIDUAL ACKNOWLEDGMENT OPPICIAL SEAL Illinoi STATE OF __ ESTIER H. JAPKOUX WOTARY PUBLIC STATE OF ILLEROIS) 88 FF COMPUSED STOR 212, 1907, 13, 1901 Coak COUNTY OF_ On this day before me, the undersigned Notary Flow, personally appeared Robert Enyder and Valerie Snyder, his wife, in joint tenancy, to me known to be the individual(s) described in and wild electrical be Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes there in mentioned. Given under my hand and official seal this day of _ Pulu mi Residing at <u>520</u> Illinois Notary Public in and for the State of My commission expires Corre Copyright, 1990, CUNA Mutual Insurance, 'ociety: Copyright, 1990, CFL Altrights reserved

01230001

UNOFFICIAL COPY

Property or Cook County Clerk's Office