

Initials

BEVERLY TRUST 4-18-89 A/K/A 2-9787  
MOUNT GREENWOOD BANK  
CHICAGO, ILLINOIS 60655  
3022 W. 111TH  
TAX I.D. # 38-2202488  
Branch No. 13730  
(as Mortgagee)

4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$200,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amount.

A. If Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt. However, this Mortgage will not secure another debt:

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E. Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee's performance of any terms in any deed of trust, any other mortgage, any deed to secure debt, any security agreement, any assignment, any subordination agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's and/or Mortgagee's behalf as authorized by the Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as hereinafter defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.

B. All future advances by Bank to Borrower, to Mortgagee, to any one of them or to any one of them and others (and all other obligations and all extensions, renewals, modifications or substitutions thereof).

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

A. A promissory note, No. 4-10-89 A/K/A 2-9787 (Borrower) payable to the order of Bank, which evidences a loan (loan) to Borrower in the amount of \$200,000.00, (Note) dated July 9, 1991, and executed by BEVERLY TRUST COMPANY A/T/U/T/A DATED 4-18-89 A/K/A 2-9787.

MORTGAGOR:  
BEVERLY TRUST COMPANY  
A/T/U/T/A DATED 4-18-89 A/K/A 2-9787  
9608 S. Tripp  
Oak Lawn, Illinois 60453  
TAX I.D. # 38-3811848

BANK:  
MOUNT GREENWOOD BANK  
an ILLINOIS banking corporation  
3022 W. 111TH  
CHICAGO, ILLINOIS 60655  
TAX I.D. # 38-2202488  
Branch No. 13730  
(as Mortgagee)

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is July 9, 1991, and the parties and their mailing addresses are the following:

REAL ESTATE MORTGAGE  
To Secure a Loan  
From MOUNT GREENWOOD BANK  
(Secured by a First Lien on Real Estate)

(Space above this line for recording purposes)

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DEPT-01 RECORDING  
TRAN 4699 07/19/91 14126100  
#16.29  
COOK COUNTY RECORDER  
#2319 07/19/91 14126100



5/26/91  
7/11

10. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property to the extent not prohibited by law, or the court may

in the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property, the phrase "sale or transfer" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract or any other method of conveyance of the Property interest; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choice or incense, any of which is superior to the lien created by this Mortgage.

9. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest in the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell the Property, or any portion thereof, by Mortgagee. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer, sale or contract to transfer or sell shall not be deemed a waiver or estoppel of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagee notice of acceleration to the address of Mortgagee shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagee shall pay the sums declared due. If Mortgagee fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagee, invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid.

8. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all of the remedies provided in the Note, Mortgage or Related Document. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

7. EVENTS OF DEFAULT. Mortgagee shall be entitled upon the occurrence of any of the following events, circumstances or conditions (Events of Default):  
A. Failure by any party obligated on the Obligations to make payment when due thereunder;  
B. A default or breach under any of the terms of this Mortgage, the Note, any continuation loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or  
C. The making or furnishing of any verbal or written agreement, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or  
D. Failure to obtain or maintain the insurance coverage provided by Bank, or insurance as is proper for the Property or Collateral (as hereinafter defined); or  
E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or  
F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property or Collateral (as hereinafter defined) is impaired; or  
G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance, premium or accrue on or before its due date; or  
H. A material adverse change in Mortgagee's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or Collateral or repayment of the Obligations; or  
I. A transfer of a substantial part of Mortgagee's money or property; or  
J. If all or any part of the Property or any interest therein is sold, leased or otherwise disposed of by Mortgagee except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".

6. LIENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagee agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent the foreclosure or execution.

5. INTEREST AND REPAYMENT OF THE OBLIGATIONS. The Note accrues interest from July 9, 1991, on the unpaid principal balance at the rate of 9.75% per annum (Contract Rate) until the Note matures or the obligation is accelerated. After maturity or acceleration, the unpaid balance shall thereafter bear interest at the rate specified in the Note until paid. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actual method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.  
This is a balloon mortgage. Fifty nine monthly payments of \$1,782.27 beginning 8-9-91 and a final payment of principal balance plus accrued interest due 7-8-96. Payments based on 25 year amortization.

The Property may be commonly referred to as 3317-19 West 95th Street, Evergreen Park, IL 60442  
LOTS 12, 13, 14 AND THE EAST 19 FEET OF LOT 18 IN BLOCK 6 IN HOMESTEAD ADDITION TO WASHINGTON HEIGHTS  
OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS, P.L.N.#: 24-11-253-058  
Copyright 1984, Bankers Systems, Inc. St. Cloud, MN 56301  
IL-79-090290-2.06

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- 11. **PROPERTY OBLIGATIONS.** Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payment(s) and all payments due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payment(s).
- 12. **INSURANCE.** Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgage Clause" and where applicable, "Loss Payee Clause", which shall name and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 10 days notice before the cancellation, termination or material change in coverage.
- If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagee shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagee fails to promptly do so.
- Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagee fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or, if no demand is made, in accordance with the paragraph below titled "BANK MAY PAY".
- 13. **WASTE.** Mortgagee shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee shall comply with all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagee shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.
- 14. **CONDITION OF PROPERTY.** As to the Property, Mortgagee shall:
  - A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
  - B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property or improvements thereon;
  - C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property;
  - D. not permit the Property to become subject to or contaminated by or with waste;
  - E. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.
- To the best of Mortgagee's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagee makes this affirmative warranty fully intending Bank to rely upon it, extending the loan to Borrower.
- 15. **SPECIAL INDEMNIFICATION.** Mortgagee agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages), reasonable attorney's fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities, or such fees, costs and expenses incurred, of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation: the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagee; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation, investigation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and biota; and any private suits or court injunctions.
- 16. **INSPECTION BY BANK.** Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagee prior notice of any such inspection.
- 17. **PROTECTION OF BANK'S SECURITY.** If Mortgagee fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, liquidation or environmental code or law enforcement, or arrangements involving a bankruptcy or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagee hereby assigns to Bank any right Mortgagee may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagee will not partition or subdivide the Property.
- 18. **COLLECTION EXPENSES.** In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication, foreclosure minutes, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 19. **ATTORNEYS' FEES.** In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagee agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
- 20. **CONDEMNATION.** In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagee will promptly give written notice to Bank of the institution of such proceedings.

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Mortgagee further agrees to notify Bank of any attempt to purchase or appropriate the Property or any assessment thereon, by any public authority or condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagee also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of the to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in the Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagee shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

21. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, the Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceeding, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

22. WAIVER BY MORTGAGEE. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:

- A. homestead;
- B. exemptions as to the Property;
- C. redemption;
- D. right of reinstatement;
- E. appraisal;
- F. marshaling of liens and assets; and
- G. statutes of limitations.

In addition, redemption by Mortgagee after foreclosure sale is expressly waived to the extent not prohibited by law.

23. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold or foreclosed for such unpaid balance of the Obligations.

24. BANK MAY PAY. If Mortgagee fails to pay when due any of the terms it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:

- A. pay, when due, installments of principal interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
- B. pay, when due, installments of any real estate tax imposed on the property; or
- C. pay or perform any other obligation relating to the Property with its funds, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amount so paid and for Bank's costs and expenses, including reasonable attorney's fees and paralegal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of the loan and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagee agrees to pay and to reimburse Bank for all such payments.

25. GENERAL PROVISIONS

- A. TIME IS OF THE ESSENCE. There is of the essence in Mortgagee's performance of all duties and obligations imposed by the Mortgage.
- B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagee's strict performance of any provisions contained in the Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any taken or the right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other default, or operate as a defense to any foreclosure proceedings or derivative Bank of any right, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
- C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed Mortgagee and Bank.
- D. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- E. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.
- F. SUCCESSORS. The Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- H. DEFINITIONS. The terms used in the Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in connection, with this Mortgage.
- I. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing the Mortgage or any part thereof.

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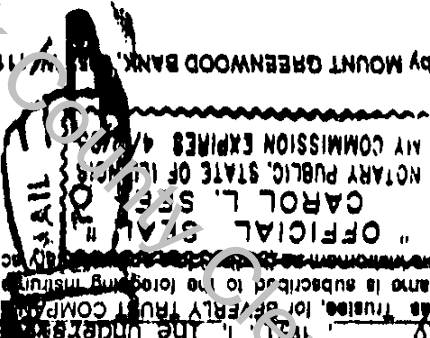
This document is made by Beverly Trust Company as Trustee and assigned upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by or for the company or its officers or directors because of or on account of the making or executing this document or of anything therein contained, all such liability being assumed by the company upon or in consequence of the provisions of this document which are expressed, or implied

Property of Cook County's Office

THIS IS THE LAST PAGE OF A 8 PAGE DOCUMENT. EXHIBITS AND/OR APPENDAS MAY FOLLOW.

Please return this document after recording to MOUNT GREENWOOD BANK, 3027 W. 111TH, CHICAGO, ILLINOIS 60655.

This document was prepared by MOUNT GREENWOOD BANK, 3027 W. 111TH, CHICAGO, ILLINOIS 60655.



On the 9th day of July, 1991, I, the undersigned, a notary public, certify that BEVERLY TRUST COMPANY, as Trustee, for BEVERLY TRUST COMPANY, A/T/U/T/A DATED 4-18-89 A/K/A 8-8767, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as the act and deed of the person named therein, for the uses and purposes set forth. My commission expires: \_\_\_\_\_

BY: [Signature]  
Trust Officer  
Asst. Trust Officer  
BEVERLY TRUST COMPANY  
A/T/U/T/A DATED 4-18-89 A/K/A 8-8767

MORTGAGOR:

- J. IF HELD UNENFORCEABLE. If any provision of the Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.
- K. CHANGE IN APPLICATION. Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information.
- L. NOTICE. All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, addressed to Mortgagor at the address indicated below. Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below. Bank's name on page one of this Mortgage. Such addresses may be changed by written notice to the other party.
- M. FILING AS FINANCING STATEMENT. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 8 of the ILLINOIS Uniform Commercial Code. A carbon, photographic or other reproduction of the Mortgage is sufficient as a financing statement.
- 28. ACKNOWLEDGMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.