

3115 Ridge Road Lansing, Illinois 60438

## HOME EQUITY CREDIT LINE MORTGAGE

THIS WONTGAME UNE MONGAGE / IS MADE AS OF	194
THIS MORTGAGE (the "Mortgage") is made as of	("Mongagor")
ARTICLE I	v.
DEFINITIONS	
Definitions: As used herein, the following terms shall have the following meanings, applicable equally to the singular and plural for (a) Agreement: The Agreement and Disclosure for Home Equity Credit Line by and between Mortgager and Mortgagee, dated as element provides for a floating rate, open-end credit line pursuant to which Mortgagee makes Loans, as defined in the Agreement, up that agreement is a continual formation of the Agreement of the Agreement is \$ 25,000,00	of the same date as this Mortgage. The othe Gredit Limit and Mortgagor repays.
(c) First Mortgage The Mortgage against the Land dated OCTOBER 6, 1957  as Document	and recorded in the office of
(d) First Mortgagee The holder of the First Mortgage  CHICAGO TITLE AND TRUST COMPANY PAYABLE AT: BANK DE LANSING  CHICAGO TITLE AND TRUST COMPANY PAYABLE AT: BANK DE LANSING	NOW KNOWN AS
(e) Foxures All lixtures, including replacements and additions hereto, now or hereafter located under, on or above the Land that of	
laws of the State of filing, and excluding any trade fixtures of any tonants undor the Leases.  (f) Impositions. Alt real, statil and personal property taxes and other taxes and assessments, public or private, water and sewer rail congovernmental charges applicable to the Mortgaged Property, any interest or costs or penalties with respect to any of the foregreement maintained for the bundit of the Mortgaged Property, general and special, ordinary and extraordinary foreseen and untoresich may at any time prior to or line the execution of this Mortgage, be assessed, levied, or imposed upon the Mortgaged Property or any use or occupancy thereo.  (g) Improvements. Any and all buildings or structures of any nature whatsoever, including replacements or additions thereto, now (h) Indebtedness. The principal of limits on and/or ail other amounts, finance charges, payments and premiums due under the Mortgage. The principal of the first on and/or all other amounts, finance charges, payments and premiums due under the Mortgagor to Mortgage under another such coans are obligatory or to be made at the option of Mortgage inside made on the date of execution of this Mortgage, although there may be no coan made at the time of execution of this Mortgage.	and charges for any easement or ean, of any land and nature whatsoever the rent or income received therefrom.  or hereafter situated on the Land agreement and all other indebtedness the term Indebtedness shall include riot eat, to the same extent as it such lutility.
(i) Land. The real properly located at LANST TILE 624.18 and describe	THE PROPERTY NAMED AS DESCRIPTION OF THE PARTY NAMED AS DESCRIPTION OF THE
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TH DIOCK ONE (1). IN DAK GLEY RIDGE, A SUBDIVISION OF LOT UNE, B	LOCK SION
IN BLOCK ONE (1), IN DAK GLET PIDGE, A SUBDIVISION OF LOT ONE, B TWO (2) AND LUT ONE (1) BLOCK THREE (3) IN DAK GLEN PARK SUBDIVI ON THE PAST BALE (1/2) OF THE MEST HALF (1/2) OF THE NORHTWEST	STON
THE OLDER ONE (1). IN DAK GLEE SIDGE, A SUBDIVISION OF LOT UNE, B	STON
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(1) all rights, privileges, rents, royalties, profits, mineral, oil and gas rights and profits, tenements, heredinaments, right, sof-way, easements, appendages, appuntenances,

(1) all rights, privileges, rents royalties, prolitis, mineral oil and gas rights and prolitis, tenements, heroditaments, right, sol-way, easements, appendages, appurtenances, riperian or littoral rights now or hereafter belonging or in any way appertanting to the Landfor the Improvements.

(2) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys, strips or gores of land riow conherents adjoining the Land.

(3) all of Mortgagor's right, title and interest in and to any sward or awards heretolors made or horeafter to be made by any municipal, country, state or federal euthority or board to the present and all subsequent owners of the Land and/or the improvements and/or the Extures and/or the Personal Property including any award or awards for any change or changes of grade of any street or streets inflecting the Land and/or the Improvements and/or Extures and/or the Personal Property, subject to Mortgagor's right to use such award pursuant to Article VIII. and

tgagor's right to use such award pursuant to Article VIII and

(4) all the estate inght, little, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and/or implicit and/or the Fixtures.

The term "Mortgaged Property" includes any part of the foregoing property described as Mortgaged Property

(5) Obligations: Any and/or all of the covenants, promises and other obligations (other than for the payment of the indebtedness) including without limitation, the payment of Impositions as provided herein made or owing by Mortgagor or others to or due to Mortgagoe under and/or set forth in the Agreement and/or the Security Documents (in) Personal Property: All personal property owned by Mortgagor and located on the Land.

(in) Proceeds: All montes and pruceeds derived from the Personal Property or from said Mortgaged Property including without limitation insurance ore, seets and condemnation weekers.

(d) Flants. All this rents, revenues, income, profits and other brevitis now or huseafter arising from the use and enjoyment of the Mortgaged Property

(p) Security Documents. The Agreement and all other documents and instruments now or hereafter furnished to the Mortgages, including, but not limited to, the Mortgages to evidence or secure payment of the Indebtedness.

# GRANT

2 Grant of Security Interest
2.1 Grant To recure the payment of the indebtedness and the performance and discharge of the Obligations, Mortgagor does by these presents give, transfer, bargain, sell, shen, remise, release, assign, mortgage hypothecate, deposit, pledga, set over, confirm, convey, warrant and grant a security interest unto Mortgage in and to all estate, right, title and interest of Mortgagor in and to the Mortgaged Property, whether now owned or held or haireafter acquired by Mortgagor to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns, forever.

2.2 Condition of Grant. The condition of the grant in Paragraph 2.1 above is such that if Mortgagor shall pay or cause to be paid the indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estates and rights granted by them shall be T27.00 null and void, otherwise to remain in full force and effect

ARTICLE III REPRESENTATIONS

3 Representations

Mortgagor horeby represents to Mortgagee that 3.1 Validity of Security Documents

3.1 Validity of Security Documents.

(a) The execution, delivery, and performance by Mortgagor of the Security Documents, and the borrowing evidenced by the Agreement, will not, to the best of Mortgagor's knowledge, violate any provision of law, any order of any court or other ingericy of government, or any Mortgage, indenture, trust agreement or other instrument to which Mortgagor is a party in any material present or by which it or any of its property is bound or be in conflict with or will result in a material breach of or constitute (with due notice and/or lapse or time) a default under any such Mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any time. Charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of the Security Documents, and

(b) The Security Documents, as and when executed and delivered by Mortgagor, constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws

3.2. Other Information. All other information, reports, papers and data given to Mortgages, or to Mortgages's legal counsel, with respect to Mortgager, the Mortgaged Proper

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Heness may be necessary to give Mortgag

- a true and accurate knowledge of the subject matter

  3.3 Mongaged Property and Other Property. Mongagor has good and marketable title in led simple to the Land free and clear of all encumbrances accept for the First
  Mongage and other encumbrances of record as of the date of this Mongage. Mongagor will present the title to the Mongaged Property and will forever covernant and defend he to Mortgagee and will forever covenant and defend the validity and priority of the lien of this Mortgage
- 3.5 Taxes. To the best of its knowledge Margagor help filed all federal states county and municipal motions with the print mortgage that is print or, in any way, superior to this Mortgage is the First Mortgage

  3.5 Taxes. To the best of its knowledge Mortgagor help filed all federal states county and municipal motions that returns required to have been filed by it and has paid all tuines which have become due pursuant to such returns, pursuant to any assessments received by it or pursuant to law, and the Mortgagor does not know of any basis for additional
- esement in respect of such lares or additional lares.

  3.6 Litigation: There is not now pending against or affecting the Mortgaged Property, nor to the knowledge of the Mortgagor, is there threstened or contact placed, any action, or preceeding at law or in equity or by or before any administrative agency which if adversity determined, would materially impair or affect the value or operation of the Mortgaged Property
- Environmental Impermity. Mortgagor shall indomnity and hold Mortgagee harmless against and from any and all loss, cost, damage, claim or expensiv (including, imitation, any and all attorney's fees or expenses of frigation) incurred or suffered by Mortgagee on account of (i) the location on the Land or Improvements of any chamical, material, substance, or contaminant (including without limitation, oil, petroleur) products, asbestos, urea, formalizanycle, toam insulation, nazardous waste undfor touc waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, charge, regional, or local governmental unit, agency or authority. ience, alorage, or exposure may pose a hazard to health and safety or (v) the failure by Morrgagor or any prior owner or occupant of the L and to comply with any applicable federal, state, county, regional or local environmental taws, regulations, and court or administrative orders

### ARTICLE IV AFFIRMATIVE COVENANTS

4. Afternative Covernants: Until the entire Indebtedness shall have been paid in full. Mortgagor hereby covernants and acrees as follows

- 4.1. Compliance With Laws. Mortgagor shall promptly and faithfully comply with, condomn to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future, laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or against and every bread of fire under less having jurisdiction, or einstar pody exercising functions, which may be applicable to it or to the Montpaged Property or to the use and mariner of use cooperacy, posses sion, operation, maintenance or reconstruction of the Mortgaged Property, whether or not such law, ordinance, rule, order, regulation or requirement shall recognitate structural changes or improvements or a intere with the use or enjoyment of the Mortgaged Property
- 4.2 Payment of Impositions. Nortgagor shall duly pay and discharge, or cause to be paid and discharged, the Impositions. Mortgagor may exercise the option to pay the

4.3 Repair. Mortgagor shall seen the Mortgagod Property in good order and condition and make all necessary or appropriate repairs, replacements and renewate the

(a) At all times during the tern of this Mortgage. Mortgagor shall carry or cause to be carried policies insuring the Mortgaged Property against loss of rents or business sirruption and against loss or damacy by life, findit, vandalism, maticious mischief, hazards, and such other risks as Mortgagee may from time to time require, including, without litation, those risks included in the term of an armond coverage." The amount of the coverage afforded by each of the Insurance Folicies (the "Insurance Policies") shall be in limitation, those risks included in the term coming a co-insurer of a partial loss therounder, but in any amounts reasonably satisfactory to the Militig ", are and shall be sufficient to prevent any insured from b much arrived shall be less than either (1) full repolitions of all improvements or (2) the outstanding indebtedness, whichever impount is greater at the limit of familiary

such other endorsements in form and content shall, at all times, by in loring substance and with companies accomplable to Mortgagee, bear a non-contributory test mortgage endorsement, and such other endorsements in form and content accopatal as 25 Mortgagee in favor of Mortgagee or as Mortgage, a may request and shall remain in force, with renywals and replacements than and content accopatal as 25 Mortgagee with evidence of payment of all premisions to later than lifteen (15) days prior to the expiration. of any then existing insurance Policy, until the indebteding is is paid in full. Every insurance Policy shall contain an agreement that no party thereto may terminate or modify the

Theurance Policy without at least 15 days prior written in tier it wioritgages.

(c) Premiums on all Insurance Policies shall be paid by the Mortgages and payment shall be made promptly and when due directly to the insurance carrier. Mortgages may, but shall not be obligated to, make premium payments to provent upon carriers and on nonpayment of premium, and any amounts so paid by Mortgages shall tig traited as "Advances" in accrettance with Paramaph 4.15.

4.5 Application of Insurance Policy Proceeds in case of less, temann or casualty to the Mortgaged Property, the proceeds of claims under the Insurance Policy casually losses or damages shall be paid to Mortgagee for application, at the option of Mortgagee, either (it to the Inclubitedness, fin the inverse order of maliphy) with the balance of such proceeds, it any, paid to Mortgageo or (a) to the restoration or the following depends on an explosion of the more order of maturity) against such indebtedness. Notwithstanding any other provision of this Mortgage or the Agreement no application of Insurance Policy proceeds in the detections shall have the effect of curing any Event of Default or extending the time for making any payment hereunder or under the Agreement. Mortgagee shall not be neld responsible for failure to collect any insurance proceeds due under this terms of any policy ed for herein regardless of the cause of such failure

AB Restoration Following Uninsured Castrative in the event of the happening of any casualty of any kind of nature ordinary or extraordinary foreseas or unforeseen, not cover above any insurance Policy resulting in damage to or destruction of the Mortgages Property. Mortgager shall give notice thereof to Mortgages and Mortg

Value. Condition and character immediately prior to such charage or creationals.

Value Mortgagor shall use its bost efforts to prevent any act or thing which might military and adversely empair the value or usefulness of the Mortgaged Property Walter Mortgager shall use its boot efforts to prevent any act or thing which might military and adversely empair the value of usefulness of the Mortgaged Property of the Mortgager shall use its boot efforts to prevent any experience as the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use its boot efforts to prevent any experience of the Mortgager shall use the Mortgager shall A Paula Mongagor prairiuse his borg grount to prevent any act or using enter using any and accrease within the ground or user intermination of the Performance of Other Agreements. Mongagor shall duly and punctually perform all covins, his and agreements expressed as binding upon it that involves the Mongagod Property including, without limitation, it rules and regulations of a homeowners or concorninum association. and mitting wheteoever britishing upon at that involves the Mortgaged Property including, without limitatify, all rules and regulations of a "cheowhers or conjugation in the Mortgaged Property is perfort a conforminum cooperative, phased development or other hom? aw iers association.

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- the notion and maintest wortgages shall all antiquingly a suit cost and expense save, into mining and notion the wording special suits and interest of the maintest will prove the maintest and the maintest will be suit undermented and the maintest and the mainte
- iss. Mortgagor shall pay or reimburse Mortgages for all reasonable attorneys' fees, reasonable costs and "opr lees paid or incurred by Mor g proceeding or dispute of any kind in which Mortgages is made a party or appears as a party plainted or detendant, involving, any of the Security Documents, Mortgager, or the Mortgaged property, including, without limitation, to the foreclosure or other enforcement of this Mortgage, any condemnation in my using the Mortgaged Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Mortgagee. In it be treated as "Advances" in accordance.
- 4.12 Payment of Indebtedness: Mortgagor shall lamely pay and discharge the Indebtedness of any puri thereof in accordance with the terms and conditions of the Agreement this Mongager and the Security Documents.
  4.13 Flood Diseaser Protection Act. Mongager shall take all steps necessary to comply with the provisions of the Flood Diseaser Protection Act. Mongager shall take all steps necessary to comply with the provisions of the Flood Diseaser Protection. (A.) of 1973, his immended and
- squired by Mortgagee, Mortgagor shall cause the Mortgaged Property to be insured pursuant to the provisions of such Act

4.14 First Mortgage: Mortgagor shall comply with all terms, provisions, and conditions of the First Mortgage

4.15 Advances in the event Mostgagor tails to perform any act required of Mortgagor by any of the Security Documents or to pay when duir any amount required to be paid by any of the Security Documents. Mortgagoe may that shall not be viologated to, make such payment or perform such act. Such payment or act or nance by Mortgagoe. shall not have the affect of curing any Event or Default or of extending the time for making any payment due hereuniter or under the Agreement. All amounts is a paint by Mortgages together with all expenses incurred in connection therewith shall be deemed advances (Advances ) under the Mortgage, shall be immediately due and payable and shall be added to the includedness. Advances what their innerwal torn the date expended at the rate operated in the Agreement and what he secured by the Mortgage as thought originally a part of the principal amount of the includeness.

## ARTICLE V NEGATIVE COVENANTS

5. Negative Covenants

Unit the entire Indebtedness shall have been paid in full, Mortgagor covenants and agrees as follows

- 5.1 Use Violations. Mortgagor shall not use the Mortgagod Property or allow the same to be used or occupied for any unlawful purpose or in violation of any parmit or cer ite, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on Montgaged Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by taw, or that may, in law, conditions a ressuring, public or provide.
- 5.2 Alterations. Mortgagor shall not commit or knowingly permit any waste of the Mortgaged Property or make or permit to be made any material atterations or additional to the Mortgaged Property that would have the effect of materially diminishing the value thereof or that will in any way materially increase the nek of any ordinary line or other ing out of construction or operation thereof
- 5.3 Replacement of Fixtures, Improvements and Personal Property. Mortgagor shall not permit any of the Fixtures or Improvements to be removed at any time from the
- Land, without prior written consent of the Mortgagee, unless actually replaced by an article of equal or greater suitability and value and nwined by Mortgager 5.4. Other Liens. Mortgager shall not, without the prior written consent of Mortgagee, preate or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the fiens of the Security Documents) the Montgaged Property or income therefrom other than the Security Documents and the Erist Mortgage
- \$ 5. Transfer of Talle. As a material inducement to Mortgagoe to make the loan evidenced by the Agreement and secured by this Mortgago, Mortgagor has made repriseents store to Mortgagos concerning the abilities of the unidersigned in constructing, managing and operating the Mortgagos concerning the abilities of the unidersigned in constructing, managing and operating the Mortgagos Property, which representations have been and will be relact upon by Morrgagee in funding this loan. Therefore, Mortgager covenants and agrees that it will not sell, convey, transfer, alternate, pledge, encumber or permit to be sold, conveyed, transferred, alternated, pledged or encumbered the Mortgaged Property and will not convey or assign any beneficial interest in the Mortgaged Property, without written consent of the Mortgages, which consent may be granted or withheld in Mortgages's sole discretion, and if granted may be conditioned upon any success; if of Mortgagor agreeing to an increase in the Interest rate in the Agreement

5.6 Sale or Lease of the Mortgageri Preperty. If Mortgagor contracts to self or Lease all or any portion of the Mortgaged Property or amends, modifies or terminates any wexasting or future sales contract. Lease, or other agreement concerning the Mortgaged Property, Mortgagor will furnish Mortgaged with a copy of the executed contract. se or agreement within 15 days after the date of execution thereof



r happening, from time to time, of any one or **more of the following** as used in the Socurity Documents, shall mean the occurrence of 6 Events of Default The term. Event or Default

- 6.1 Faise Rupresentations, If Mortgagor engages in traud or material misrepresentation in connection with the Credit Line.
  6.2 Performance of Obligations. If Mortgagor defaults in the payment of the Indebtedness in accordance with the Agreement
- 6.3 Adverse Actions III Mortgagor's actions or inactions adversely affects the Mortgagee's Property or Mortgagee's rights thereto and interest therein

# ARTICLE VII

- 7.1 Remedias: It an Event of Detault shall occur and the continuing. Mongagee may, at its option, after providing Mongagor with at least 30 days advince notice of and opportunity period to cure, the Event of Default, exercise any, some or all of the following remedials.
- 7.1.1. Acceleration. Mortgages may declare the unpaid portion of the Indetredness to be immediately due and payable, without further notice or demand (each of is expressly waved by Mortgagor), whereupon the Indebtedness shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary netwithstanding, provided further that the unpaid portion of the Indebtedness shall be immediately and automatically due and payable without action of any kind on the Mortgagee

7.1.2 Enforcement of Mortgage. Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may

e emiocemient or morigage montgaged, with or minor entry, personality or by its agents or attorneys, institut as applicable, may
(a) self the Montgaged Property and all estate inght, title, and interest claim and demand thereor, and right of redeminption thereof, to the extent permitted by sind
pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or

(b) institute proceedings for the complete foreclosure of this Mortgage

(c) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law to: the specific performance of any coversion, condition or agreement in the Agreement or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereinder or for the enforcement of

agreement in the Agreement or in this Mortgage, or in aid of the execution of any power hermin granted, or for any foreclosure hereunder or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgages shall elect and/or (d) enforce this Mortgage in any manner permitted under the laws of the State of Illinois.

7.1.3 Receiver. Mortgages may apply to the court in which a proceeding is pending for the enforcement of this Mortgage to have a receiver apprinted to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct such receiver to have all of the inghits and powers permitted under the laws of the state in which the Mortgaged Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of he Mortgaged Property or the solvency or insolvency of Mortgagor. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commission, incurred pursuant to the powers herein contained shall be secured hereby.

7.2 Other II Mortgagory defaults in the due observation or evaluations of any of the Obligations in accordance with the Mortgage of the property of the Children in accordance.

7.2 Other If Mortgagor defruits in the due observation or performance of any of the Obligations in accordance with this Mortgage, Mortgagee may exercise any remedy available to Mortgagee under applical le law

available to Mortgagee under applicable law

7.3 Remedies Cumulative and Constitute and remedies of Mortgage as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately successively or highly an applicable and regulation or the Mortgager Property or any one of them, at the sole discretion of Mortgagee and may be exercised as often as occasion therefor an increase, all to the maximum extent permitted by applicable laws, rules and regulations. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Agreement. Mortgagee may at any time classe proceeding under such right or remedy under this Mortgage or the Agreement. The rail remains exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Agreement or this Mortgagee shall effect Mortgager's obligations to pay the Indeptedness and perform the Obligations in accordance with the terms thereof.

7.4 Credit of Mortgagee. Upon any sale muse under or by virtue of this Article VII. whether made under the power of sale herein granted or by virtue of judicial processings or of a judgment or decree of fereclosure and set. Mortgagee may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness far amount of Mortgagee's bid.

or or a judgment or decree or rereciosure and so." Mortgage may bit for and acquire the mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase pince by crediting upon the Indebtedness are ancient of Mortgage's bid.

7.5. No Conditions Precedent to Exercise of Remode's is hid, or Mortgager nor any other person now or herealter obligated for payment of all or any part of the Indebtedness shall be releved of such obligation by reason of the failure of Mortgager to comply with any request of mortgager or any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage in the Agreement, or by reason of the release, regardless of consideration of all or any part of the security held for the Indebtedness, or by reason of any agreement or slipic ations between any subsequent owner of the Mortgage or Operation of the later event Mortgage or Agreement without his, having obstained the consent of Mortgagor or sinch other persons, and in the later event Mortgagor and all continue to be table to make payment according to the terms of the persons or mortification accounted unless expressed religious or any discontinuous to be table to make payment according to the terms of any such other persons or mortification accounted unless expressed religious or any discontinuous to be table to make payment according to the terms of any such other persons or mortification accounted unless expressed religious and any discontinuous to be table to make payment according to the terms of any such other persons of any agreement unless expressed religious according to the persons or mortification according to the facilities. such other persons shall continue to be hable to make payment according it, the terms of any such extension or modification agreement, unless expressly released and discharged

in writing by Mortgagee
7.6 Waiver of Redemption. Notice and Marshalling. Mortgagor herety way is and releases, to the maximum extent permitted by the taws of the State of Binoris
(a) all benefit that might accrue to Mortgagor by virtue of any president has exempting the Mortgagor by or any part of the processe arising from any exemption, from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption-on, extension of time for payment,

(b) unless specifically required herein or in any of the other Security Documents, all notices of Mortgagor's default or of Mortgagor's election to exercise, or Mogregoe's actual exercise or any option to remedy under the Agreement or the Security Documents, and

(c) any right to have the Mortgaged Property marshalled

(c) any right to have the Mortgaged Property marshalled provided that if any of the rights waived by Mortgagor in this paragraph affect or extend unerline for sale or the Mortgaged Property affect Mortgaged's rights to enforce this Mortgage or affect the Mortgager's right to redeem, Mortgagee shall have the right to elect to a control or reject the waiver of such right by Mortgagor, and such election may be made by Mortgagee at the time of or at any time prior to the entry of a decree or judgerier, of foreclosure in the court in which this Mortgaged is being foreclosed.

7.7 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to enforce any right, nder any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case. Mortgagor and Mortgagir a shall be restored to their formula positions and the rights, remedies and

powers of Mortgagee shall continue as if no such proceedings had been taken

## ARTICLE VIII CONDEMNATION

8.1 Condemnation. In the event of the taking by eminent formain proceedings or the like of any part or all C. if e. fortgaged Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other componsation for such taking shall be paid to Mougrager for application for the inverse order of maturity) on the indebtedness, provided that no such application shall result in additional interest or have the effect of curring any level of Distaution extending the time for making any payment due hereunder or under the Agreement

## ARTICLE IX MISCELLANEOUS

9.1. Survival of Warranties and Covenants. The warranties representations, covenants and agreements set forth in the Security Focuments shall survive the making of the

9.1 Survival or warranies and covenants. The warranies representations, covenants and apprehensisser current the accuming to the Agreement, and shall continue in full force and effect until the Indebtedness shall have been properly in full.

9.2 Further Assurances Mortgagor shall, upon the reasonable request of Mortgager, execute, acknowledge and deliver such further instruming a flectuation of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Coccity Documents and to subject to the liens thereof any properly intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements to betterments thereto.

to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, repracements to be the part of the part of

9.5 Incorporation of Agreement. Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully set forth herein

9.7 Waiver of Homestead. Mortgagor covenants that the Mortgagod Property is not occupied as a homestead and waives all rights and benefit which Mortgagor has or may have under the homestead exemption law of the State of Illinois.

9.8 Notice. Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit triered in any main or branch United States Post Office, certified or first class United States Mail, postage propaid. addressed as follows or at such other address as may be designated by notice as provided hereits

t to the Mortg	agor
	JOHN ZELDENRUST JR.
	ANNA M. ZELDENRUST
	18010 DAK AVENUE
	- LANSING, IL 60438

# **UNOFFICIAL COPY**

## If to the Madeston

and Benk of Laneiro 3116 Ridge Road Laveing, Rincie 60438 Attention: Home Equity on: Home Equity Loan Division

8.9 Covernments Plumming 1995 the Land. All covernments contained in this Mortgage shall run with the Land.
8.10 Successors and America. All terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and aragins of Mortgage mich Morgani, respectively, and all persons claiming under or through them; provided that nothing in this perspectively is tall be construed to person a transfer, conveyence on easignment

register, respectively, area are persons contents union or should ream; provided and notices as septimely permitted by this Mortgage.

9.11. Multiple Mortgager's coverance and agreements hereunder shall be joint, several and primary. Any Mortgager who co-eights this Mortgager but doze not execute the Agreement; by a co-eights this Mortgage only to mortgage, grant and convey the Mortgaged Property. (b) is a not personally obligated to pay the Mortgage Property. (c) is a not personally obligated to pay the Mortgage and any other Mortgager may agree to extend, modify, forebeer or make any accommodations with regard to the leaves of this Mortgager or free Agreement extends that Mortgager's content.

Agreement extends that Mortgager's content.

and (c) agrees that Mortgages and any other Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the laterage of the Mortgage or the Savenants in the Mortgage or or the Agreement shall be determined to be inveit it, illegal or unjustoceable in any respect, the validity of the remaining Obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

9.13 Modification: This Mortgage may not be changed, weived, decharged in terminated orally, but only by an instrument or instruments in verticing, segment by the party general disturbed by an instrument of the change, weiver, discharge or termination is asserted.

9.14 Agesticable Law This Mortgage that be governed by and construed according to the laws of the State of Illinois.

9.15 Short Performance Any training by Mortgage to insist upon strict performance by Mortgagor of any of the terms and provisions of this Microgage or any of the Security Documents, and Mostgage shall have the right thereafter to use the performance by Mortgage or any of the Security Documents, and Mostgage shall have the right thereafter to use the performance by Mortgagor of any and all of their.

8.18 Placetings: The Associa headings and the section and subsection entities were in any and agreements and agreements for each such noter shall into and subsections.

9.17 Selections if one or form address are attached to and made a part of this Mortgage. The cavenants and agreements for each such noter shall into another and subsections.

NO WITHESS WHEREOF BY A PROPERTY HAS BE	ments of this Mortgage.  DECLED THE INSTRUMENT THE CRY AND 18.  AND 1. ZELECTION.	John Zeldenn Linne M. Zo	desust
KIN) H. HAUGER SI	ECOMO VICE PRESIDENT		
This document was propored by and upon record	ing places riv		
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Serican National Bank of 1			
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STATE OF ILLINOIS ) SS	C		•
COUNTY OF COOK		SHAN ZELDENRUST JE	and AMMA R
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