UNOFICA & COSPANZO 4501424
Loan Number: 4501424
Loan Number: 4501424

ein "Borrower"), and the Mortgages, OLD STONE CHEDIT CUMPCHAT	TON OF ILLINOIS
	and the second of the second o
orporation organized and existing under the laws of tilinois whose address is	10 EAST 22ND STREET - STE 204
OMBARD, ILLINOIS 40148	The state of the s
Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$	to the second of
	and extensions and renewals thereof (herein "Note") 2-1258
lenced by Borrower's note dated	
August 1, 2007	to promyrig or easily united and building and limbs (commit & how)
	in a material process, a new constraint their relatives to endangers to entry
To Secure to Lender the repayment of the indebtedness evidenced by the No	ote, with interest thereon; the payment of all other sums, 49.4
interest thereon, advanced in accordance herewith to protect the security of th	is Mortgage; and the performance of the covenants and $rem - rac{r}{r}$
ements of Borrower herein contained, Borrower does hereby mortgage, grant	and convey to Lander, the following described property and a
ted in the County of, Star	to of Minofic save, ymensa s metha year a sidve Papvell ymagaldis 🤚
	그는 그는 그는 그는 사람들이 가는 것이 되었습니다. 그런 그렇게 되는 것이 되었습니다. 그렇게 하는 것은 것은 것이 없었다. 그렇다는 것이 없는 것이 없었습니다.
THE EAST 126 1/2 FEET OF LOT 9 IN BLOCK 2 OF GILE	BERT AND FARMERS ADDITION To one to decode a
TO EVANSTON A SUBDIVISION IN THE SOUTH EAST	QUARTER OF THE NORTH EASI/model busined &
QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RAPRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON,	COOK COUNTY II LINOIS
	Control of the control of the control
was a few supergreen as well form to be seen that it is also to define the few of	
pagasan ing pakalan di kalan di pagasan pagasan na kanan kana tan basi sawanakan di	: 1944 vs occined the <b>925433219</b> Introduction on the
PIN # 10-13-217-012 a. // Yman, cysis costiste na subcest travea and	在1990年代,1990年,2018年,在1990年,2018年,1990年,1990年,1990年,1990年,1990年,1990年,1990年,1990年,1990年,1990年,1990年,1990年,1990年
k of earlier indicate principle is the control of the control of the property	there is the following of the control of the party of the control
go progression of white a scale real beginning or as state or quees it agreed mad famouths.	
the man to you be took by the angerous . The first and another fee fits tradition	DEPT-DI RECORDING
mineral in visite in relatation of a markly common and a common supplies in tradition	on a size so as 143333 TRAN 1384 U7/24/72 13:41
Subject to the terms of acquirity to the control of the production are control appearance.	secondar various 4874 Indian Market RECORDER and a difference
was up in the seal on town a map a given into test in below. The conjust inspections	• . • • • • • • • • • • • • • • • • • •
more is the a first control of the c	principle by Exercises with gree principle bounds to co-
and the control of the control of days to the control of the contr	
ыг матем ( уч струга), турга тако мен од сторого с селот та струга (с. 1901). Бураруу ( 1911) Адру Хуру Турга (с. 1901). Бурга (с. 1901). Бурга (с. 1901).	The sawer that five insurance expose effers to well-a a cts a fig
A Production of the court of th	in to image, to improved out of reddie decidad a militaria in Special A
18: Comming a Bangal that Geralgments. Hursh on the grant	The searchion and Maintenance of Property Louismold
and the places the pay are enter it to apply white a training this	on in securi timum ton that the mane trage it vively
thereby a significant property of a management of the contract of the significant	we example on a norm appropriate side to make the forest and the forest
THE WAR THE PROPERTY OF THE PR	at take, seeder of a treatment to the machine that manufactive
has the address of 1812 ASHLAND AYE.	THE LEAST EVANSTON WELL THE HEALT WILL SHE IS CONTINUED THE TOTAL
the residual to the contract of the restriction (Street) and the contract of each contract each	To Protection of concern Security, it have after an pro-
herein "Property Address"); the street at a	cation from a vibilitation distribution distribution of gricoscopy vib 🗸
aperious [Zip Code] en atto le fance και lucchet in line to linear entre tille	and the same of the second that the second of the second s
Together with all the improvements now or hereafter erected on the property, as	nd all easem( n'v) rights, appurtenances and rents, all of each
, abolt he deemed in he and remain a nest of the owners ownered by this	Montgage; and 74 of the foregoing, together with said gnote
Street On contract to he will tailinest a best or and brobard opposing by Rise	Bried to an inches the control of th
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref	
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the estate hereby convey	ed Commerce and and the Company of the Commerce and will all the
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the estate hereby convey only, and that the Property is unencumbered, except for encumbrances of recor	rd. Borrower covenant. That Portower warrents and will will to
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the estate hereby convey rty, and that the Property is unencumbered, except for encumbrances of record d generally the title to the Property against all claims and demands, subject to a	rd. Borrower covenant. Last Borrower warrents and will bid to mournbrances of record. Here had not replace to the process.
orty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the estate hereby convey orty, and that the Property is unencumbered, except for encumbrances of record digenerally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lander covenant and agree as follows:	rd. Borrower coverant. Last Berrower warrants and will will be incompressed recording to a subtract that end or subtract to account to a subtract to account to accou
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the estate hereby convey rty, and that the Property is unencumbered, except for encumbrances of record digenerally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lander covenant and agree as follows: resent of Principal and Interest; Prepayment and Late Charges. Borrower sh	rd. Borrower coverant. Last Berrower warrants and will will be incumbrances of record, and modern or analysis from sometimes and sometimes and sometimes are sometimes. It is a sometime and sometimes are sometimes and interest and interest and its
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the setate hereby convey rty, and that the Property is unencumbered, except for encumbrances of record digenerally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: pment of Principal and Interest; Prepayment and Late Charges. Borrower shall debt evidenced by the Note and any prepayment, late charges and other charges.	rd. Borrower coverant. Last Borrower warrants and will will be mournismoss of record, we would not or antique to protect the surround of an expected sometimes and promptly pay when due the private of and interest that is got a due under the Note.
orty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the estate hereby convey orty, and that the Property is unencumbered, except for encumbrances of recor- id generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: syment of Principal and interest; Prepayment and Late Charges. Borrower shall debt evidenced by the Note and any prepayment, late charges and other charges and for Taxes and Insurance. Subject to applicable law or a written waive	rd. Borrower coverant. Last Berrower warrants and will will be incumbrances of record, and much mole or antible it to the following mountained and income and antibrant in the promptly pay when due the private of and interest and is get due under the Note. The property of the following of the Note.
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the setate hereby convey rty, and that the Property is unencumbered, except for encumbrances of record digenerally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: pment of Principal and Interest; Prepayment and Late Charges. Borrower shall be evidenced by the Note and any prepayment, late charges and other charges note for Taxes and Incurance. Subject to applicable law or a written waiven thy payments of principal and interest are payable under the Note, until the No	rd. Borrower coverant. Last Borrower warrants and will will be mournibrances of record, and much notice of another the part of the second of another the second of another the second of and interest that is get also under the Note. The second of another the second of another the Note. The second of another t
inty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the setate hereby convey only, and that the Property is unencumbered, except for encumbrances of recor- ing generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower shall debt evidenced by the Note and any prepayment, late charges and other charg- nde for Taxes and Incurance. Subject to applicable law or a written waived they payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominium and planned under the payable taxes.)	rd. Borrower coverant. Last Borrower warrants and will will be mournibrances of record, and much mile or antibrat. If not account to a control or an account to account to a control or and interest and a gest due under the Note. The account of a control of and interest and a gest due under the Note. The account of a control of an account to a control of a
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref- Borrower covenants that Borrower is lawfully selzed of the setate hereby convey- ity, and that the Property is unencumbered, except for encumbrances of recor- ing generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower ship debt evidenced by the Note and any prepayment, late charges and other charg- nels for Taxes and Insurance. Subject to applicable law or a written waived thy payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominium and planned up over this Mortgage and ground rents on the Property, if any, plus one-twelfti	rd. Borrower coverant. Last Berrower warrants and will will be mournibrances of record, and much mole or antibrat. If not exceed the promptly pay when due the private which and interest this is get due under the Note. The provide when the second will be provided the Note. The provided when the second will be provided to the day. The day on the day. The best is paid in full, a sum therein "Funds" in qualitation of a finite development assessments, if any) which may attain one in the of yearly premium installments for hexard insurance, 8.01
rty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref- Borrower covenants that Borrower is lawfully selzed of the setate hereby convey- ity, and that the Property is unencumbered, except for encumbrances of recor- ing generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower ship debt evidenced by the Note and any prepayment, late charges and other charg- nels for Taxes and Insurance. Subject to applicable law or a written waived into payments of principal and interest are payable under the Note, until the Note in of the yearly taxes and assessments (including condominium and planned un by over this Mortgage and ground rents on the Property, if any, plus one-twelfth ne-twelfth of yearly premium installments for mortgage insurance, if any, all as	rd. Borrower coverant. Last Berrower warrants and will will be mournibrances of record, and much mile or antibrat. If not expected and promptly pay when due the private of and interest and is get due under the Note. The private of and interest and is get due under the Note. The private of an interest and is get to be seen to the original formation of the day. The best is paid in full, a sum therein "Funds') in qualitation of a finite development assessments, if any) which may attain one in the of yearly premium installments for hexard insurance, if any reasonably estimated initially and from time to time by well
orty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the setate hereby convey only, and that the Property is unencumbered, except for encumbrances of record generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lander covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower should be evidenced by the Note and any prepayment, late charges and other charge and other charge for Taxes and Incurance. Subject to applicable law or a written waiven by payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominium and planned us yover this Mortgage and ground rents on the Property, if any, plus one-twelft ince-twelfth of yearly premium installments for mortgage insurance, if any, all as or on the basis of assessments and bills and reasonable estimates thereof. Borrower makes such payments to the holder of	rd. Borrower coverant. Last Berrower warrants and will will be mournibrances of record, and much mile or anhard it from the fact that promptly pay when due the privatival of and interest and all promptly pay when due the privatival of and interest and a gea due under the Note. The privatival of and interest and a gea due under the Note. The privatival of and interest and a graph of the prompt of the large and the pay to be in paid in full, a sum therein "Funds" in a gual to one consent in development assessments, if any) which may attain as a fact of yearly premium installments for hexard insurance, if any reasonably estimated initially and from time to time by a wife rower shall not be obligated to make such payments of the consent approximation of deed of trust if such holder is an affilially.
rity (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the setate hereby convey brity, and that the Property is unencumbered, except for encumbrances of record generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lander covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower should be evidenced by the Note and any prepayment, late charges and other charge and other charge for Taxes and Incurance. Subject to applicable law or a written waiven by payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominum and planned us over this Mortgage and ground rents on the Property, if any, plus one-twelft inne-twelfth of yearly premium installments for mortgage insurance, if any, all as or on the basis of assessments and bills and reasonable estimates thereof. Borrower makes such payments to the holder of thought lender.	rd. Borrower coverant. Last Berrower warrants and will will be mournibrances of record, and much mile or artists at the part of the mournibrances of record, and much mile or artists at the part of the second makes at the part of the second makes at the part of the second makes at the s
rity (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the setate hereby convey brity, and that the Property is unencumbered, except for encumbrances of record generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lander covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower should be evidenced by the Note and any prepayment, late charges and other charge and for Taxes and Incurance. Subject to applicable law or a written waiven by payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominum and planned until the vertical planned of the property in the property of any, plus one-twelfting the Note of the sease and ground rents on the Property, if any, plus one-twelfting the basis of assessments and bills and reasonable estimates thereof. Borrower the basis of assessments and bills and reasonable estimates thereof. Borrower pays Funds to Lender, the Funds shall be held in an institution the depositional lender.	round and the property of the
rity (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the setate hereby convey rity, and that the Property is unencumbered, except for encumbrances of record generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lander covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower should be evidenced by the Note and any prepayment, late charges and other charge ride for Taxes and Insurance. Subject to applicable law or a written waiven by payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominum and planned us yover this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as or on the basis of assessments and bills and reasonable estimates thereof. Borrower paya Funds to Lander, the Funds shall be held in an institution the deposit or state agency (including Lander if Lander is such an institution). Lander is creater agency (including Lander if Lander is such an institution).	round and the property of the
rity (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is lawfully selzed of the estate hereby convey rity, and that the Property is unencumbered, except for encumbrances of record generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower should evidenced by the Note and any prepayment, late charges and other charges and free the angle for Taxes and Insurance. Subject to applicable law or a written waivenly payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominium and planned by over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as or on the basis of assessments and bills and reasonable estimates thereof. Borrower to the extent that Borrower makes such payments to the holder of the lender.  Ower pays Funds to Lander, the Funds shall be held in an institution the deposition or state agency (including Lander if Lander is such an institution). Lander incomprise the property of the proper	rounds and will will be proved warrants and will will be prounded and records are records and records and records and records are records and records and records and promptly pay when due the private of and interest are all goes due under the Note. The provide and records are all pay to be a paid in full, a sum therein "Funds" and to one-cord and development assessments, if any) which may attain as a find of yearly premium installments for heard insurance, 8,00 reasonably estimated initially and from time to time by a writer rower shall not be obligated to make such payments of their records are records and which are insured or guaranteed by a secret shall apply the Funds to pay said times, assessments, 2,11 applying the Funds, analyzing said account or verifying 3 records.
orty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is tawfully selzed of the setate hereby convey orty, and that the Property is unencumbered, except for encumbrances of record generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower should evidenced by the Note and any prepayment, late charges and other charges and for Taxes and Insurance. Subject to applicable law or a written waivenly payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominium and planned by over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as or on the basis of assessments and bills and reasonable estimates thereof. Borrower to the extent that Borrower makes such payments to the holder of the lender.  The content of the extent that Borrower makes such payments to the holder of the lender.  The pays Funds to Lander, the Funds shall be held in an institution the deposition of payments and ground rents. Lender is such an institution). Lender not payer funds assessments and bills, unless Lander pays Borrower Interest on the payer.	rounds and will will be proved warrants and will will be prounded and records and promptly pay when due the private of and interest and a gestion and records and applicable law permits Lender to make and applicable and permits Lender to make and applicable and permits and applicable law permits and applicable a
erty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is tawfully selzed of the setate hereby convey only, and that the Property is unencumbered, except for encumbrances of recovering generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: syment of Principal and Interest; Prepayment and Late Charges. Borrower shall be debt evidenced by the Note and any prepayment, late charges and other charge note for Texes and Insurance. Subject to applicable law or a written waive into payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominum and planned up over this Mortgage and ground rents on the Property, if any, plus one-twelfth insulting of assessments and bills and reasonable estimates thereof. Borrower the basis of assessments and bills and reasonable estimates thereof. Borrower pays Funds to Lender, the Funds shall be held in an institution the deposition elender.  Tower pays Funds to Lender, the Funds shall be held in an institution, Lender in one premiums and ground rents. Lender may not charge for so holding and a compiling said assessments and bills, unless Lender pays Borrower Interest on a charge. Borrower and Lender may agree in writing at the time of execution of	rounds and will will be proved warrants and will will be moundanced of record, we must be a subtant of the subtant and a subtant of the subtant of
erty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref. Borrower coverants that Borrower is tawfully selzed of the estate hereby convey erty, and that the Property is unencumbered, except for encumbrances of recovering generally the title to the Property against all claims and demands, subject to a ORM COVENANTS. Borrower and Lender covenant and agree as follows: yment of Principal and Interest; Prepayment and Late Charges. Borrower shall debt evidenced by the Note and any prepayment, late charges and other charge inde for Taxes and Insurance. Subject to applicable law or a written waive this payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominium and planned up to over this Mortgage and ground rents on the Property, if any, plus one-twelfth one-twelfth of yearly premium installments for mortgage insurance, if any, all as er on the basis of assessments and bills and reasonable estimates thereof. Borrower the basis of assessments and bills and reasonable estimates thereof. Borrower pays Funds to Lender, the Funds shall be held in an institution the depositional lender.  Tower pays Funds to Lender, the Funds shall be held in an institution, Lender and or state agency (including Lender if Lender is such an institution). Lender and or premiums and ground rents. Lender may not charge for so holding and a compiling said assessments and bills, unless Lender pays Borrower Interest on a charge. Borrower and Lender may agree in writing at the time of execution of prower, and unless such agreement is made or applicable law requires such in prower, and unless such agreement is made or applicable law requires such in	rounds and will will be proved warrants and will will be prounded to prove the proved warrants and will will be prounded to prove the proved to proved to prove the proved to proved to proved the proved to proved the proved to proved the proved to proved the proved to the proved the proved to proved the proved to the proved the proved to proved the proved to the proved
erty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter ref Borrower covenants that Borrower is tawfully selzed of the setate hereby convey only, and that the Property is unencumbered, except for encumbrances of record generally the title to the Property against all claims and demands, subject to a DRM COVENANTS. Borrower and Lender covenant and agree as follows: greent of Principal and Interest; Prepayment and Late Charges. Borrower shadebt evidenced by the Note and any prepayment, late charges and other charge note for Taixes and Insurance. Subject to applicable law or a written waivenly payments of principal and interest are payable under the Note, until the Note of the yearly taxes and assessments (including condominum and planned up yover this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as are on the basis of assessments and bills and reasonable estimates thereof. Borrower to the extent that Borrower makes such payments to the holder of to Lender to the extent that Borrower makes such payments to the holder of to lender.  Tower pays Funds to Lender, the Funds shall be held in an institution the deposition of a payments and ground rents. Lender may not charge for so holding and a compiling said assessments and bills, unless Lender pays Borrower Interest on a charge. Borrower and Lender may agree in writing at the time of execution of	Ind. Borrower coverants. Last Borrower warrants and will will to pround the process of records are much and or subtact in the process of records are much and promptly pay when due the private of and interest are as payd to be promptly pay when due the private of and interest are as payd to be processed in the process of

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance

premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in tuli of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise soquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mertgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a fier which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property ("Property Taxes") which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. In the event Borrower fails to pay any due and persole Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the lost secured by the Security instrument on which interest shall accrue at the contract rate set forth in the Note.

6. Hazard insurance. But over shalf keep the improvements now existing or hereafter eracted on the Property insured against lose by fire, hazards included within dire or m "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance cerrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. It is a syerit Borrower falls to maintain hazard insurance (including any required flood insurance) in an amount sufficient of statisty attribute and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lander may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Under may add any premiums paid for such insurance to the principal amount of the loan secured by this Security instrument on which interest shall a property at the contract rate set forth in the Note. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals i serial, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower falls to mapping to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for incurance brokenist, Londer is authorized to collect and apply the insurance brokenist Lender's option either to restoration or repair of the Prope ty or to the sums secured by this Mortgage.

A. Preservation and Maintenance of Property; Lesseholds; Conduct and Planned Unit Developments. Borrower shall leep the Property in good repair and shall not commit waste or permit impairs—(a) or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is of a unit in a condominium or a planned unit development, Borrower's obligations under the declaration or construct continuing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

C.D. Protestion of Lender's Security. If Borrower falls to perform the covenants and explanents contained in this Mortgage, or if any action of proceeding is commenced which materially affects Lender's interest in the Property (Including without limitation), then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sume, including essonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a or witton of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect unit or time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, stall income additional indebtedness of Borrower escured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provinse that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Fronerty.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any our derivation or offer taking of the Property, or part thereof, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to Unit ir, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Fortsearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preduce the exercise of any such right or remedy.

11. Successors and Assigns Sound; Joint and Soveral Liability; Co-alginers. The covenants and agreements herein contained shall bind, and the rights hereunder shall finure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage-ority to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

Page 2 of 4 (4/92)

## UNOFFICIAL COPY

- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. (C. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time, of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lander, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or an Interest therein is sold or transferred by Borrower fur if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Fistryment which does not relate to a transfer of rights of cocupancy in the property. (b) the creation of a purchase money security interest of household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint stransfer of (d) the grant of any leastiles. Interest of three years or less not containing an option to purchase. Lender may, at Lender's option, the death of a local declare all the sums secured by this Security instrument to be immediately due and payable, the majority instrument to be immediately due and payable, the majority instrument to be immediately due and payable, the majority instrument to be immediately due and payable, the majority instrument to be immediately due and payable, the majority instrument to be immediately due and payable.
- If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less man 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower falls to pay such sums such expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph at hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferse as if a new loan were being made to the transferse; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferse signs an assumption agreement that is acceptable to Lender and that obligates the transferse to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonal to be as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree or collows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon 6 frower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums accurred by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (?) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in form borrower of the sums secured by this Mortgage foreclosure by judicial proceeding, and sale of the Property. The notice shall not her inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistency of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specific an the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and t de ri ports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien: of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lander shall release this Mortgage without charge to Borrower, Borrower, shall pay all costs of recordation, if any.

21. Walver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property Wilder (IFFARMOJ

Page 3 of 4 (4/92)

Burge 4 wild garage

## **UNOFFICIAL COPY**

	yet rough.  We have to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and
red	ments of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage ne rider(s) were a part of this Mortgage. [Check applicable box(es)].
	gers experience of the first of the second production of the first of the second production of t
	paid and care of the contract
	Adjustable Rate Rider 5 of 5 1 to weapon 2 of 1 Condominium Rider 1 1-4 Family Reder
	spatiener og vag vilagreng er vilke ener trevet prektinger en
1	Planned Unit Development Alder with the first transfer of the firs
	the first the strategy with the first transfer and the strategy of the strateg
	generalist in de des terminations de la communicación del communicación del communicación de la communicac
	AND THE REPORT OF THE PROPERTY
	AND FORECLOBURE UNDER BUPERIOR
	MORTGAGES OR DEEDS OF TRUST
rtg	rer and Lender request the his/der of any mongage, deed of trust or other enoumbrance with a lien which has pricrity over things to give Notice to Lender, at funder's address set forth on page one of this Mongage, of any default under the superioristance and of any sale or other folse occurs action.
	Masser Metros gallerine in consume of the consumer of the cons
	in a constant of the constant of the second of the constant of
Ħ	ries Whereaf, Barrower has executed this Mortg/ #0.
	ranignary systy in the arm of the first of t
	High control of the second of
	Cule
	Charles of LEMORNE COLE
	Signature of LEMORNE COLE
	Commission with the second sec
	a surgeous a some or some of the color of th
	PROPERTY OF THE ARCHITECTURE OF THE PROPERTY O
	aja laurio kaa eri rii oo o
	the Both of the contract of th
	e graph and the move of the design of the second of the se
	reference programme and the first of the control of
	ers super Processes and the Committee of
	same to make the movement of the design of the control of the cont
	and the second of the second o
_,	
,	STATE OF Illinois, DUPAGE COUNTY 88:
	B.A. LENCE, a Notary Public in and for said county and state, do hereby certify that LEMORNE COLE AND DOROTHY COLE, HIS WIFE, IN JOINT TENANCY personally known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before
٠.	this day in person, and acknowledged that they signed and derivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.
	Construction of the state of th
. ;	My Commission Expires:
۶,	AS SEAL *
	** B ALLENCE ( )
	NOTARY FUBLIC, STATE OF ILLINOIS
,	MY COMMISSION EXPIRES 10/9/94 S Notary Public
	B.A. LENCE
نف	ing return to: OLD STONE CREDIT CORPORATION OF ILLINOIS
	ise return to: OLD STONE CREDIT CORPORATION OF ILLINOIS  10 EAST 22ND STREET - STE 204  LOMBARD, ILLINOIS 80148