

UNOFFICIAL COPY

9. If Borrower Not Relieved. Because at the time for payment or modification of any other term of the Agreement or this Mortgage, required by Lender to pay, or because of a default of Borrower shall not operate to release, in any manner, the liability of the original Borrower and his/her/its successors in interest, Lender shall not be required to commence proceedings against such successor or trustee in gained time for payment or otherwise to modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and his/her/its successors in interest.

10. Performance by Lender Not a Violation. Any performance by Lender in exercising any right or remedy under the Agreement or this Mortgage, or applicable law, shall not be a waiver of any right or remedy. The performance of conditions or the payment of taxes or other items charged by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or otherwise by Law in equity and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Cointinuity. The covenants and agreements herein contained shall bind, and the rights hereunder shall remain in the respective hands and assigns of Lender and Borrower, subject to the provisions of paragraph 10 hereto. All covenants and agreements of Borrower shall be joint and several. The covenants and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in person manner, (a) any notice to Borrower is to be given by the Mailed to him or her at the address of Borrower as set forth in the original or any subsequent assignment of this Mortgage, or (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notices provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable by the parties.

15. Borrower's Copy. Borrower shall be furnished a copy of the Agreement and of this Mortgage at the time of execution or recording hereof.

16. Transfer of the Property. All of the indebtedness created pursuant to the Agreement shall be nonassumable due and payable. All or any part of the Property or interest therein is sold, transferred or otherwise disposed of by Borrower without Lender's prior written consent, except for the regular or systematic subdivision of the property, (b) the creation of a particular interest security interest for bona fide application for a transfer to a third person, or (c) by operation of law upon the death of a joint tenant, Lender may, at Lender's option, require that the sum secured by this Mortgage be immediately due and payable.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, and shall secure not only previously existing indebtedness under the Agreement, but also advances, whether such advances are disbursed or to be disbursed at the option of the Lender, or otherwise, at any time within ten (10) years from the date hereof, to the same extent as if each such advance were made on the date of the execution of this Mortgage, although there may be an advance made at the time of execution of this Mortgage and although these may be individual or successive borrowings at the time any advance is made. The date of this Mortgage shall be the date of all individual or successive borrowings, including future advances. From the date of filing for record in the recorder or registrar's office of the county in which the property is located, the total amount of indebtedness created hereby may increase in accordance from time to time, but the total unpaid balance of indebtedness secured hereby, including disbursements which the lender may make under this Mortgage, the Agreement, or any other documents with respect thereto at any one time outstanding, shall not exceed one hundred fifty per cent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting duly taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

18. Acceleration; Remedies. If Borrower ceases to stand in material nonrepresentation in connection with the Mortgage or the Agreement, or Borrower fails to meet the repayment terms of the Mortgage or the Agreement, does not pay when due any sums secured by this Mortgage, or if Borrower's action or inaction adversely affects the Property, or Lender's title in the Property, Lender or Lender's option may declare all the sums secured by this Mortgage to be immediately due and payable without further demand, under and to terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all costs of collection, including, but not limited to, reasonable attorney's fees & costs of documentation, evidence, abstracts and title reports.

19. Assignment of Rent; Appointment of Receiver; Lender in Possession. An additional warranty indenture, Borrower hereby agrees to Lender's title to the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration or bankruptcy or abandonment of the Property, and at any time prior to the expiration of any period of retenancy following judicial sale, Lender, or Lender's agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, which it may do, notwithstanding that no longer has receiver's fees, premium on receiver's bonds and reasonably attorney's fees, and then to the rents secured by this Mortgage. Lender or its receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage in accordance with the Agreement, Lender shall release this Mortgage without giving to Borrower, Lender shall pay all costs of acceleration, if any.

21. Waiver of Homestead, Borrower hereby waives all rights of homestead, irrespective of the property.

By WITNESS WHEREBOW, Borrower has signed this Mortgage.

Paul M. Parker
Paul M. Parker
Type or Print Name

Margaret D. Parker
Margaret D. Parker, his wife
Type or Print Name

STATE OF ILLINOIS
COUNTY OF DuPage

I, *Paul M. Parker*, do hereby declare and say that I am of sound mind and memory and that, to the best of my knowledge and belief, the foregoing affidavit is true. I further declare that I have read the foregoing instrument and understand it to be my true intent and desire that it shall be a valid and legal instrument in law and willingly sign it for the uses and purposes therein intended.

IN WITNESS WHEREBOW, this 1st day of October, 1972.

Fope D. Parker
Fope D. Parker
Signature

"OFTEN READ"
Date 10/1/72
Margaret D. Parker, State of Illinois
Fope D. Parker, State of Illinois

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