

EXHIBIT "A"
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Unit 159 in Inverness on the Ponds Condominium as delineated on the survey of a portion of the following described real estate:

Loch Lomond Greens Unit 1, being a subdivision of parts of Lots 11 and 14 in School Trustees Subdivision of Section 16, Township 42 North, Range 10 East of the third principal meridian, according to the plat thereof recorded December 4, 1980 as document number 25,692,755 and Inverness on the Ponds Unit 2, being a subdivision of part of Lot 11 in School Trustees Subdivision of Section 16, Township 42 North, Range 10, East of the third principal meridian, according to the plat thereof recorded September 20, 1985 as document number 85-198,886, in Cook County, Illinois, which survey is attached as Exhibit B to the amended and restated Declaration of Condominium Ownership made by Chicago Title and Trust Company, as Trustee under Trust Agreement dated July 17, 1979 and known as Trust No. 1075503, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 9, 1983 as document number 25,637,534 together with a percentage of the common elements appurtenant to said unit as set forth in said Declaration, as amended from time to time which percentage shall automatically change in accordance with amended Declarations as same are filed of record in the percentages set forth in such amended Declaration, which percentages shall automatically be deemed to be conveyed effective on the recording of such amended Declaration as though conveyed thereby.

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(1) **Payment Change** - If the Borrower makes any change in the amount of the monthly payments, the lender shall be deemed to have agreed to such change and the lender shall not be liable for any such change. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(2) **Share Advanced to Real Interest and To Be Added to Indebtedness** - To pay immediately upon demand any sum advanced to the Borrower by the lender, the lender shall be deemed to have agreed to such advance and the lender shall not be liable for any such advance. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(3) **Acceleration Clause: Right of Lender to Declare An Sum Due on Any Default** - If the Borrower fails to pay any sum due on the loan, the lender shall have the right to declare the entire amount of the loan due and payable immediately upon demand. The lender shall not be liable for any such declaration. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(4) **Assignment of Rights** - The Borrower shall assign to the lender all of the Borrower's rights in the property, including the right to sell, lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such assignment. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(5) **Acceleration Clause: Right of Lender to Declare An Sum Due on Any Default** - If the Borrower fails to pay any sum due on the loan, the lender shall have the right to declare the entire amount of the loan due and payable immediately upon demand. The lender shall not be liable for any such declaration. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(6) **Acceleration Clause: Right of Lender to Declare An Sum Due on Any Default** - If the Borrower fails to pay any sum due on the loan, the lender shall have the right to declare the entire amount of the loan due and payable immediately upon demand. The lender shall not be liable for any such declaration. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(7) **No Waiver by Lender** - No waiver by the lender of any right or interest in the property shall be deemed to constitute a waiver of any other right or interest in the property. The lender shall not be liable for any such waiver. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(8) **Modification in Writing** - This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(9) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(10) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(11) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(12) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(13) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(14) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(15) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(16) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(17) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(18) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(19) **Right to Collect and Receive Rents and Profits** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(20) **Remedies** - Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and receive the rents, income, and profits of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such collection or receipt. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(21) **Foreclosure of Mortgage** - When the indebtedness hereby secured hereunder shall become due and payable, the lender shall have the right to foreclose the mortgage and to sell the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such foreclosure or sale. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(22) **Appointment of Receiver** - Upon or at any time after the filing of a complaint to foreclose the mortgage, the court may appoint a receiver to take possession of the property, including the right to lease, convey, or otherwise dispose of the property, and the right to receive any proceeds from the sale, lease, conveyance, or other disposition of the property. The lender shall not be liable for any such appointment or receivership. Any such sum, until so repaid, shall be added to the principal amount of the loan and the interest thereon shall be calculated on the basis of the new principal amount.

(23) **Waiver of State of Limitations** - Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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(24) Future Advances. Upon request of Borrower, Lender at its option and for the benefit of this Mortgage, may make Future Advances to Borrower. Such Future Advances, will interest thereon shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereunder. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus 280,000.00

(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to any of such financial statements.

(26) Governing Law: Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) Offsets. No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) Misrepresentation or Non-disclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property.
(30) Notice to Borrower. Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage, and shall not be used in construing it.

(32) Adjustable Rate Mortgage Provisions. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payment due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

(33) Waiver of Right of Redemption. Borrower has been directed by its beneficiary to and hereby does waive any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decedent or judgment creditors of the Borrower acquiring an interest in or title to the Property subsequent to the date of this Mortgage.

This Mortgage is executed by

This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a Florida banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust and delivered to said Company in pursuance of a Trust Agreement dated 11/1/92 and known as Trust no. 11-4712 (hereinafter "The Trust") in the exercise of a power and authority conferred upon and veiled in it as such trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, interest, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the trust and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust and HARRIS BANK BARRINGTON, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, N.A. on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON, N.A. has no obligation or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said company has no right to any of the assets, profits, gains and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument

9206010 SEE EXCULPATORY RIDER ATTACHED HERETO AND MADE A PART HEREOF

It is: _____

SEE EXCULPATORY RIDER ATTACHED HERETO AND MADE A PART HEREOF

STATE OF ILLINOIS

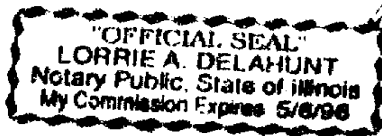
COUNTY OF Cook

SS:

LOAN NO. 1497015-0

I, the undersigned, a Notary Public, in and for and residing in County, in the State aforesaid, DO HEREBY CERTIFY that and PERSONAL JONES & JANE M. FRANK, the President and Secretary, respectively, of HARRIS BANK BARRINGTON, N.A. personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said T.O., Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said T.O., Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 14th day of October, 1992



Lorrie A. Delahunt, Notary Public

OFFICIAL SEAL
LORRIE A. DELAUNY
Notary Public, State of Illinois
My Commission Expires 5/5/96

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this
14th day of October, 1992

and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.
seal of said company, did affix the corporate seal of said company to said instrument as said
Secretary, as custodian of the corporate
seal of said company, for the uses and purposes therein set forth and the said
severally acknowledged that they signed and delivered the said instrument as their free and voluntary act
President and
7.0. Secretary, respectively, appeared before me this day in person and being first duly sworn by me
personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such
Secretary, respectively, of HARRIS BANK-BARRINGTON, NATIONAL ASSOCIATION, and
and
Trust Officer, respectively, of HARRIS BANK-BARRINGTON, NATIONAL ASSOCIATION, and
County, in the State aforesaid, DO HEREBY CERTIFY that
a Notary Public, in and for and residing in
the County of Cook, State of Illinois

STATE OF ILLINOIS
COUNTY OF Cook
SS: }
LOAN NO. 1497015-6

SEE EXCULPATORY RIDER ATTACHED
HERE TO AND MADE A PART HEREOF
By: JANE M. FENEY, Trust Officer
By: [Signature], Trust Officer

HARRIS BANK-BARRINGTON, NATIONAL ASSOCIATION
as Trustee as aforesaid, and not personally or individually
ATTEST:
By: [Signature], Trust Officer

NOTORIOUSLY THAT A COPY OF ANY NOTICE OF DEFAULT OR OF ANY NOTICE OF SALE HEREON, SHALL BE MAILED TO KNOWN AT THE ADDRESS HEREINAFTER SET FORTH.
not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and
it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security here-
under that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee
personally to pay said Note or any interest thereon, on any indebtedness accruing hereunder or to perform any covenants
either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any
Properly conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but
this waiver shall in no way affect the personal liability of any co-signer, endorser, or guarantor of said Note.

HARRIS BANK-BARRINGTON, NATIONAL ASSOCIATION
COUNTY Clerk's Office

(24) Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make future
Advances to Borrower, with future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory
notes falling that notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage not
including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note
plus
\$20,000.00
(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such
property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential
income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit
and loss statements of such type and at such intervals as may be required by Lender which will be in form and content prepared according
to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such
property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as
required by Lender from time to time.
(26) Governing Law; Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by,
the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for
federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or of any other notes or obligations
secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect
only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this
Mortgage or the note or other notes secured by this Mortgage.
(27) Offset. No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or
compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim,
whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender, and, in respect to
the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset
which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further
waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for
money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an
action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two
demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the
time of filing his answer be barred by the applicable statute of limitations.
(28) Misrepresentation or Nondisclosure. Borrower has made certain written representations and disclosures in order to induce
Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any

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(11) **Prepayment Charge.** Should any note or obligation secured hereby require Borrower to pay a fee in connection with the prepayment of the indebtedness secured hereby, to pay such fee to the extent permitted by applicable law, not withstanding the fact that the prepayment of the indebtedness secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby to be due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment or fail to do any act so required by this Mortgage or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation, so to do and without notice to or demand upon Borrower and without in any way releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may (a) pay to the same or some named person, and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon and improve the Property for purposes; (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender, or Borrower, under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such interest, interest and other charges thereon be provided by this Mortgage.

(14) **Appointment of Receiver.** Lender shall have the right to appoint a receiver to take possession of the Property and to receive the rents, issues and profits therefrom, if the Property is in default of the obligations secured hereby, or if the Property is in default of the obligations secured hereby, or if the Property is in default of the obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of all Borrowers shall be the joint and several obligation of each such person.

(16) **Acceleration Clause: Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right at any time to declare any indebtedness and obligations secured hereby, in respect of the maturity date specified in any note or agreement secured hereby, if the Borrower, or any successor in interest to Borrower, or any successor in interest to Borrower, or any person who, in any way, enters into a contract of sale, conveys or assigns such property or any part thereof, or suffers his title or any part thereof to be divested, whether voluntarily or involuntarily, or leases such property or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of such property, or drills or extracts or enters into a lease for the drilling for or extraction of, or other hydrocarbon substance or any mineral of any kind or character on such property, or (b) if Borrower is a partnership and the interest of a general partner is assigned or transferred; or (c) if Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period; or (d) if Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property; or (e) if Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(17) **No Waivers by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(19) **Right to Collect and Receive Rents and Profits.** Notwithstanding any other provision hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property as they become due and payable to the extent of the right to revoke such permission at any time with or without cause by notice in writing to Borrower, mailed to Borrower at his last known address, in any event, such permission to Borrower automatically shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property or any part thereof; make, cancel, enforce or modify leases; obtain and eject tenants; set or modify rents; in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid; and apply the same, less costs and expenses of operation and collection, upon any indebtedness secured hereby, or in such order as Lender may determine; and except for such application, Lender shall not be liable to any person for the collection, or non-collection of any rents, income, issues or profits, nor the failure to assert, enforce any of the foregoing rights. The entry, or non-entry, and retention, or non-retention, of possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or non-default hereunder, or validate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other, or remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and none of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits of or being due to Borrower and which the Lender may have in its possession or under its control, including, among other things, any impounds held by Lender under paragraph (b) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included an additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and export evidence, mortgagee's charges, and other similar and necessary expenses, and all abstracts of title or commitments for title insurance. Such fees, charges and costs may be eliminated, in whole or in part, by the Borrower after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to provide to Lender all the evidence of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby, and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures or other connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparation for the commencement of any suit to be or to be commenced, or to be commenced, to foreclose whether or not actually commenced; (c) preparations for the defense of any threatened suit, or suit actually commenced, to foreclose the Property or the security hereof, whether or not actually commenced; (d) any efforts for collection of any part of the indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order or priority: first, account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any amount due to Borrower, his legal representatives or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage, Borrower and the Lender, if a complaint filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession of the property and the receiver, either before or after sale, without notice, without regard to the solvency or insolvency of the application for such receiver, or of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further time when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be offered by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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