UNOFFICIAL COPY 92972052

HOME EQUITY LOAN PROGRAM
MORTGAGE

LOAN # 01-74704917

THIS MORTGAGE ("Mortgage") is given on this 19TH day of DECEMBER, 19 92 between the mortgagor ETLEEN UZARSKI, Divorced & Not Since Remarried (hereinafter "Borrower") and the Mortgagee, HINSDALE FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the United States, whose address is Grant Square, P.O. Box 386, Hinsdale, Illinois 60521 (hereinafter called "Lender").

Borrower is indebted to lender pursuant to a Home Equity Loan Program Account Note (hereinafter "Note") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial interest in the land trust holding title to the property, in the principal of TEN THOUSAND AND NO/100 ($ 10,000.00) (Borrower's "Credit Limit") or so much of such principal as may be advanced and outstanding with **FINANCE CHARGE** thereon, providing for monthly installment payments of principal and **FINANCE CHARGE**, optional credit life and or disability insurance premiums, and miscellaneous fees and charges for seven (7) years from the date hereof. The full debt, if not paid earlier, is due and payable on JANUARY 15, 2000.

This Mortgage secures to Lender

a) The repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Mortgage or whether there is outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications,

b) The payment of all other sums, with interest, advanced under paragraph 1 to protect the security of this Mortgage; and

c) The performance of Borrower's covenant and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described Property located in COOK County, Illinois.

LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

PARCEL 1: THAT PART OF LOT 18 IN BLOCK 16 IN COSSIT'S FIRST ADDITION TO LA GRANGE, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD AND SOUTH OF OGDEN AVENUE, RECORDED JULY 14, 1882 IN BOOK 17, PAGE 35, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 0° EAST (FOR THE PURPOSE OF THIS LEGAL DESCRIPTION THE BASIS OF BEARINGS IS THE ASSUMED BEARING OF THE WEST LINE OF LOT 18 BEING DUE NORTH). ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 27.50 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PARTY WALL OF A BRICK TOWNHOUSE FOR A PLACE OF BEGINNING; THENCE NORTH 89°37'12" EAST, ALONG SAID CENTER LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 116.06 FEET; THENCE SOUTH 0°22'48" EAST, A DISTANCE OF 2.57 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PARTY WALL OF A FRAME GARAGE; THENCE NORTH 89°40'17" EAST ALONG SAID CENTER LINE AND ITS EASTERLY PROLONGATION. A DISTANCE OF 50.00 FEET TO THE EAST LINE OF SAID LOT 18; THENCE NORTH 1°12'42" WEST, ALONG THE EAST LINE OF SAID LOT 18 A DISTANCE OF 25.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 89°33'35" WEST, ALONG THE NORTH LINE OF SAID LOT 18, A DISTANCE OF 165.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 18, THENCE SOUTH 0° EAST A DISTANCE OF 22.50 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS: THAT PART OF LOT 18 IN BLOCK 16 IN COSSIT'S FIRST ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RAILROAD AND SOUTH OF OGDEN AVENUE. RECORDED JULY 14, 1882 IN BOOK 17, PAGE 35, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 0° EAST (FOR THE PURPOSES OF THIS LEGAL DESCRIPTION THE BASIS OF BEARINGS IS THE ASSUMED BEARING OF THE WEST LINE OF LOT 18 BEING DUE NORTH), ALONG THE WEST LINE OF SAID LOT 18, A DISTANCE OF 9.98 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH FACE OF A BRICK TOWNHOUSE; THENCE NORTH 89°41'01" EAST, ALONG SAID WESTERLY PROLONGATED LINE AND SAID SOUTH FACE OF THE BRICK TOWNHOUSE, A DISTANCE OF 116.17 FEET; THENCE NORTH 0°22'48" WEST, A DISTANCE OF 15.08 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE CENTER LINE OF A PARTY WALL OF A FRAME GARAGE; THENCE NORTH 89°40'17" EAST ALONG SAID PROLONGED LINE A DISTANCE OF 19.97 FEET TO THE WEST FACE OF SAID FRAME GARAGE; THENCE SOUTH 0°28'20" EAST, ALONG THE WEST FACE OF SAID FRAME GARAGE AND ITS SOUTHERLY PROLONGATION. A DISTANCE OF 24.77 FEET TO THE SOUTH LINE OF SAID LOT 18; THENCE SOUTH 89°33'35" WEST, ALONG THE SOUTH LINE OF SAID LOT 18, A DISTANCE OF 136.25 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

92972052

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1356

COOK COUNTY RECORDER
92972052

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER IS (ARE) INDIVIDUAL(S)

x *Eileen Uzarski*
EILEEN UZARSKI

EILEEN UZARSKI, *Divorced & not since remarried*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ________ personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the S he signed, sealed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 19TH day of DECEMBER, 19 92.

Steven E. Hansen
Notary Public

My Commission expires:

"OFFICIAL SEAL"
STEVEN E. HANSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/19/96

IF BORROWER IS A TRUST:

________ not personally but solely as trustee as aforesaid

By: ________

Its ________

Attest

____

Its ________

(CORP SEAL)

STATE OF ILLINOIS)
)
COUNTY OF ________)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ________, President of ________, a corporation, and ________, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ________ President and ________ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said ________ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth. Given under my hand and official seal, this ________ day of ________, 19 ________.

________ Notary Public

My Commission expires:

This Instrument Prepared By:
STEVEN E. HANSEN
Hinsdale Federal Bank for Savings
Grant Square
P.O. Box 386
Hinsdale, Illinois 60521

RECORDING BOX 156

This Instrument Prepared By:
Hinsdale Federal Bank for Savings
Grant Square
P.O. Box 386
Hinsdale, Illinois 60521

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS
mortgagor ...
(hereinafter ...
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called "Len...

Bor...
hereof, add...
holding no...
($ 10,0...
FINANC...
and/or a...
not paid...
This Mo...

a)

b)

c)

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1365

P.I.N. 18-04-111-048.

which has the address of 33 N. MADISON, LA GRANGE, Illinois, 60525 ("Property Address"). Together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage, and all of the foregoing together with this said Property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower acknowledges that this Mortgage secures a note that contains provisions allowing for changes in interest rate, and that Lender may prior to the maturity of the Note and Agreement reduce the available line of credit and/or require repayment of the total balance outstanding under the Agreement.

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COOK COUNTY RECORDER
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Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER IS (ARE) INDIVIDUAL(S):

x Eileen Uzarski
EILEEN UZARSKI

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EILEEN UZARSKI, Divorced & Not Since Remarried ____________ personally known to me to be the same person(s) whose name(s) IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that S he signed, sealed and delivered the said instrument as HER free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 19TH day of DECEMBER, 19 92.

Steven E. Hansen
Notary Public

My Commission expires:

" OFFICIAL SEAL "
STEVEN E. HANSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/19/96

IF BORROWER IS A TRUST:

____________________,
not personally but solely as trustee as aforesaid

By: ____________________

Its ____________________

Attest:

____

Its ____________________

(CORP SEAL)

STATE OF ILLINOIS)
)
COUNTY OF ____________________)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ____________, ____________________, President of ____________________, a corporation, and ____________________, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ____________ President and ____________ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said ____________ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth. Given under my hand and official seal, this ____________ day of ____________________, 19 ________.

____
Notary Public

My Commission expires:

____

This Instrument Prepared By:
STEVEN E. HANSEN
Hinsdale Federal Bank for Savings
Grant Square
P.O. Box 386
Hinsdale, Illinois 60521

RECORDING BOX 156

This Instrument Prepared By
Hinsdale Federal Bank for Savings
Grant Square
P.O. Box 386
Hinsdale, Illinois 60521

THENCE NORTH ... SOUTH ... 0°22 ... PROLONGATION ... NORTH 89 ... TO THE WEST
LINE AND SAID SOUTH ...; THENCE NORTH ... WESTERLY PROLONGATION; THENCE NORTH 89 ... TO THE
116.17 FEET; THENCE NORTH ... ON THE WESTERLY ... GARAGE; THENCE ... 19.97 FEET TO THE ... ALONG
FEET TO A POINT ON THE ... FRAME GARAGE; ... DISTANCE OF 19.97 FEET ... EAST, ALONG
OF A PARTY WALL OF A FRAME ... DISTANCE ... SOUTH 0°28'20" EAST ... SOUTHERLY
ALONG SAID PROLONGED LINE A ... THENCE SOUTH ... AND ITS SOUTHERLY LINE OF
FACE OF SAID FRAME GARAGE; ... FRAME GARAGE ... TO THE SOUTH LINE OF
THE WEST FACE OF SAID ... OF 24.77 FEET TO THE SOUTH LINE
...ONGATION. A DISTANCE ... 89°33'35" WEST, ALONG THE ... PLACE OF
... THENCE SOUTH ... OF 136.25 FEET TO THE ...
... DISTANCE OF ... ILLINOIS.

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92972052

COVENANTS -- Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note and the principal of and interest on any further advances secured by this Mortgage.

2. **Home Equity Loan.** This Mortgage secures a Home Equity variable interest promissory note of even date. Such Note has a five (5) year term. Borrower will promptly pay when due the principal of and interest on the debt evidence by the Note and any prepayment and late charges due under the note.

3. **Taxes; Insurance; Charges; Liens.** Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien or in a manner acceptable to the Lender or shall in good faith contest such lien by or defend enforcement of such lien and legal proceedings which operate to prevent the enforcement of the lien of forfeiture of the Property or any part thereof.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals must be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies an renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 herein or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of sums secured by this Mortgage immediately prior to the acquisition.

5. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a leasehold, Borrower shall comply with the provisions of the lease and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the Note secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal due under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal due under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to that date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 3 hereof or change the amount of such installment.

9. **Borrower Not Released.** 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 Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Note 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 afforded by law or equity and may be exercised concurrently, independently or successively.

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12. **Successors and Assigns Bound; Joint and Several Liability; Cosigners.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 herein. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Mortgage, but does not execute the Note and Agreement:

a. is cosigning this Mortgage only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Mortgage;

b. is not personally obligated to pay the sum secured by this Mortgage, and

c. agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any combinations with regard to the terms of this Mortgage or the Note and Agreement without the Borrower's consent.

13. **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 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, 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 notice 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 jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note and Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note and Agreement which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and Note and Agreement are declared to be severable.

15. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note and Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19 herein.

16. **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.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. **Acceleration; Remedies.** Prior to electing to accelerate the indebtedness, Lender shall give notice to Borrower of any such breach, of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraphs 14 and 15 herein unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (d) the failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses included in pursuing the remedies provided in this paragraph 18, including but not limited to, reasonable attorney's fees and costs of title evidence.

19. **Lender in Possession.** Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by 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 including those past due. Any rents collected by Lender or the receiver shall be first applied to the 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 attorney's fees, and then to the sums secured by this Mortgage.

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

21. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

22. **Prior Mortgages.** Borrower covenants and agrees to comply with all the terms and conditions and covenants of any Mortgage, trust deed, or Security Instrument affecting the Property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments of principal and interest due thereunder. Failure of Borrower to make such payments or keep such items, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements, shall constitute a default under this mortgage and Lender may invoke the remedy specified in paragraph 18 herein.

23. **Default.**

(a) The occurrence of any of the following events shall constitute a default by Borrower under this Mortgage: (1) failure to pay when due any sum of money due under the Note and Agreement or pursuant to this Mortgage, (2) if any action or inaction by Borrowers adversely affects the collateral or the Lender's right in the collateral. (3) Lender receives actual knowledge that Borrower made any material misrepresentation or omitted any material information in the Agreement, Mortgage, the Security Agreement, or in Borrower's application for the Agreement.

(b) If Borrower is in default under the Agreement of this Mortgage, Lender may require Borrower to pay immediately the principal balance outstanding, any and all **FINANCE CHARGE** Borrower may owe on that amount, together with all other fees, costs or premiums charged to Borrowers' account. The principal balance outstanding under the Agreement after default shall continue to accrue **FINANCE CHARGE** until paid at the rate provided for in the Agreement as if no default had occurred.

24. **Expense of Litigation.** In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Note or the Credit Documents there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorney's fees, appraiser's fees, outlays for documentary expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Borrower, with interest thereon at the rate from time to time in effect under the Note.

25. **Riders to this Mortgage.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

Property of Cook County Clerk's Office

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RIDER

This Rider is made this 19TH day of DECEMBER, 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL BANK FOR SAVINGS

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 33 N. MADISON

LAGRANGE, IL. 60525
(PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above

x Eileen Uzarski (Seal)
(BORROWER)
EILEEN UZARSKI

(Seal)
(BORROWER)

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