

343

# UNOFFICIAL COPY

## MORTGAGE

92198019

THIS MORTGAGE is made this 25th day of January , 19 92  
between the Mortgagor JOHN J. DONOHUE and ROSEMARY A. DONOHUE, his wife,  
(herein "Borrower"), and the Mortgagee

**CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,**  
a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South  
Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of  
**FIFTY-NINE THOUSAND FIVE HUNDRED AND NO/100----- (\$59,500.00)----- DOLLARS**  
which indebtedness is evidenced by Borrower's Note dated January 25, 1992  
(herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire  
indebtedness is paid in full.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the  
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this  
Mortgage and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby  
mortgage, grant and convey to Lender the following described property located in the County of COOK  
State of Illinois:

**PARCEL 1:** Unit Baron 1, Building 24, together with its undivided percentage interest  
in the Common Elements in MILL CREEK CONDOMINIUM II, as delineated and defined in  
the Declaration recorded as Document No. 86-089960, as amended from time to time,  
in the North East quarter of Section 33, Township 37 North, Range 12 East of the  
Third Principal Meridian in COOK COUNTY, ILLINOIS.

**PARCEL 2:** Easement for ingress and egress for the benefit of Parcel 1 as contained  
in the Plat of Mill Creek Condominium Subdivision recorded June 14, 1979 as  
Document No. 25003904.

Mortgagor also hereby grants to Mortgagee, its successors and assigns, as rights  
and easements appurtenant to the above-described real estate, the rights and easements  
for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all Rights, Easements, Restrictions, Conditions,  
Covenants and Reservations contained in said Declaration the same as though  
the provisions of said Declaration were recited and stipulated at length herein.

DEPT-6 41-090160 \$27.50  
T#2222 1600 0/21 03/25/92 13:58:00  
\$8043 142 10-22-12 12:41:17.50  
C00P 1000, T#4ECDER

92198019

which has the address of 9803 Creek Road,  
Palos Park, Illinois 60464-1603 (herein "Property").

**REAL ESTATE INDEX NUMBER** 23-33-208-034-1003.

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, 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 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, that the Property is unencumbered, 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.

H1=

275

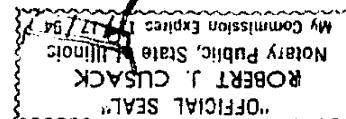
10801 S. Westerm Ave., Chicago, IL 60643  
CHICAGO, ILLINOIS  
GENERAL FEDERAL SAVINGS & LOAN ASSN.  
THIS INSTRUMENT WAS PREPARED BY  
DOITORES M. WALLENBERG

Loan No. M-1302172-9

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Chesapeake Federal  
Services Corp. Association

Please Receipt & Return



Notary Public

GIVEN under my hand and Notarial Seal, this  
19 day of November, 1992  
herein set forth, including the release and waiver of the right of homestead.  
Signed, sealed and delivered to the said instrument as free and voluntary act, for the uses and purposes  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
, personally known to me to be the same person(s) whose name(s) are  
JOHN J. DONOHUE and ROSEMARY A. DONOHUE, his wife,

in the State aforesaid, DO HEREBY CERTIFY THAT

I, a Notary Public in and for said County,

STATE OF ILLINOIS COOK COUNTY OF COOK SS

(Seal)

(Seal)

ROSEMARY A. DONOHUE

(Seal)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

Release Fee to Lender and all costs of recordation, if any.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and Borrower shall pay a

amount of the Note.

Future Advances. Not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original

Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by

promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the Mortgage secured by

this Mortgage, not including sums advanced herewith to protect the security of this Mortgage, exceed the original

amount of the Note.

21. Future Advances. Upon receipt of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make

any advance to Lender and receive such rents as those rents actually received.

Upon possession following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to

period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to

abandonment of the property, have the right to collect and retain such rents as they become due and payable.

20. Assignment of Rents: Assignment of Rents: Lender in Possession, as additional security hereunder, Borrower hereby

assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or

hereby shall remain in full force and effect as if no acceleration had occurred.

by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured

hereby to assure that the lien of this Mortgage, Lender's, interest in the Property and Borrower's obligation to pay the sums may reasonably

concerned and agreements of Borrower contained in this Mortgage and in recording Lender's remedies as provided in Paragraph 18

Attention: Dolores Wallenbergs

10801 S. Westerm Ave., Chicago, IL 60643

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UNIFORM 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, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**2. Funds for Tax and Insurance.** Borrower further promise(s) to pay monthly, in addition to the payment aforementioned, one-twelfth of the annual real estate taxes, as estimated by the Lender, so as to provide for payment in full of the annual tax during the terms of this obligation. Borrower promises, further, to pay monthly a pro-rata share of all assessments, insurance premiums and any other charges that may accrue against the property securing this indebtedness. Such payments shall be placed in a non-interest bearing Tax and Insurance Escrow Account for the payment of said items.

In the event such monies are insufficient for the purpose, and Borrower fails to pay to the Lender without demand the amount of such deficiency, then the Lender at its sole option may at any time pay the whole or any part of such items from its own funds; any such payment from its own funds shall constitute an advance on Borrower's account and shall be added to the principal sum. Such advance shall bear interest from the date thereof. It shall not be obligatory upon the Lender to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the Lender to advance other monies for said purpose. The Lender has the right to pay the entire tax bill as soon as it is available notwithstanding the fact it is shown payable in installments. The Lender may commingle with its general funds any monies received by it pursuant to the provisions of this agreement, and Lender shall not be liable for any payment of any interest thereon, nor shall the Lender incur any liability to the Borrower, or any other party on account of such monies, except to account for funds disbursed under the terms hereof. Any monies received pursuant to the provisions of this agreement are hereby pledged to the Lender to further secure the Mortgage indebtedness.

**3. Application of Payments.** All payments received by the Lender in accordance with the terms of the Note secured by this Mortgage shall be applied first to interest, then to the Tax and Insurance Escrow Accounts, and the remainder to principal. Whenever Borrower fails to make a payment, or pay less than the required amount during any month, or elect to skip payments in accordance with the provisions contained herein, Borrower hereby authorize the Lender to add to the unpaid balance of Borrower's loan account at the end of that month, the amount necessary to provide for interest, taxes and insurance and the amount of the tax and insurance charge will be deposited by the Lender into our Tax and Insurance Account.

**4. Charges: Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under Paragraph 2 hereof, or if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, 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 in a manner acceptable to the Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or for forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards including within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by the Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereof, or if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to the Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premium. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle claim for insurance benefits, Lender is authorized to collect and apply the insurance 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 1 and 2 hereof or change the amount of such installments. If under Paragraph 18 hereof the Property is acquired by the Lender, all right, title, and interests of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provision of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. 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 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 loan 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 in the manner provided under Paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal 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 7 shall require Lender to incur any expense or take any action hereunder.

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**UNOFFICIAL COPY** This document contains neither recommendations nor conclusions of the U.S. Environmental Protection Agency. It has been reviewed by the Agency and approved for external distribution.

19. Borrower's Right to Remodel. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment entitling Lender to all sums which would be then due under this Mortgage, if (a) Borrower pays all reasonable expenses incurred by Lender in enforcing the agreements of Borrower contained in this Mortgage; (b) Borrower cures all breaches of any other covenants or and notes securing this Mortgage; if (c) Borrower pays Lender all sums which would be then due under this Mortgage, plus reasonable attorney's fees and costs of collection.

18. Acceleration Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which breach must be cured; and (4) that failure to cure such breach on or before the date the notice specifies may result in acceleration of the sums secured by this Mortgage, unless Borrower has made payment in full of all amounts due under this Note and the original principal balance of the Note has been paid in full.

19. Acceleration Remedies. Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower to pay when due any sums secured by this Mortgage, Lender shall be entitled to collect in such proceedings at law or in equity, or by suit in equity, or by action at law, or by attachment, garnishment, or by any other process or procedure, including, but not limited to, repossessable attorney's fees, and costs of documentation, expenses of foreclosure, and any other expense by judicial proceeding. Lender shall be entitled to collect in such proceedings demand and may foreclose this Mortgage, Lender shall be entitled to collect in such proceedings all expenses demanded and may declare all the sums secured by this Mortgage due and payable without further notice or demand, and may foreclose this Mortgage by suit in equity, or by action at law, or by attachment, garnishment, or by any other process or procedure, including, but not limited to, repossessable attorney's fees, and costs of documentation, expenses of foreclosure, and any other expense by judicial proceeding. Lender shall be entitled to collect in such proceedings all expenses demanded and may declare all the sums secured by this Mortgage due and payable without further notice or demand, and may foreclose this Mortgage by suit in equity, or by action at law, or by attachment, garnishment, or by any other process or procedure, including, but not limited to, repossessable attorney's fees, and costs of documentation, expenses of foreclosure, and any other expense by judicial proceeding.

**NON-UNIFORM COVENANTS.** Borrower and Lender further agree as follows:

**Lender shall request:**  
If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration, such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due, or invoke any remedies permitted by Law.

17. Transfer of the Property, if all or any part of the property in any Land Trust is sold or transferred by Borrower or if the beneficial interest of any part thereof in any Land Trust holding title to the property is assigned, sold or transferred, or if the Borrower or title holding Land Trust enters into an Agreement for Deed, or any agreement for installment sale of the property or title holding Land Trust, without the written consent of the Lender and the Lender has not been paid in full, the Lender and the Lender shall have the right to require the Borrower to pay to the Lender the amount of the principal balance outstanding plus accrued interest and all other amounts due under this Note.

16. Borrower's Copy. Borrower shall be furnished a conforming copy of this Note and this Mortgage in the time of execution or after recordation thereof upon request.

15. Uniform Mortgagors; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the state in which the Property is located. In the event that any provision of this Mortgage conflicts with the law of the state in which it is located, such conflict shall not affect other provisions of this Mortgage or the Note, but shall be given effect without affecting the continuing provisions of the Mortgage.

particulars of this mortgage are to be given in the manner described in the previous sections hereof.

14. Notice. Except for any notice required under applicable law to be given in the manner described in the previous sections hereof,

provided for in this Mortgage shall be given by certified mail addressed to Borrower at the Property Address or to Lender when given in the manner designated herein.

or to Lender who has given notice of default or to such other address as Borrower may designate by notice given by certified mail addressed to Borrower at the Property Address or to Lender when given in the manner designated herein.

by notice to Borrower at Borrower's address stated in this Mortgage or to such other address as Lender may designate by notice to Borrower as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated in this Mortgage shall be deemed to have been given to Borrower by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower by notice to Borrower as provided herein.

13. Successors and Assigns; Joint and Several Liability; Capsules. The coverments 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 17 hereof. All coverments and agreements of Borrower shall be joint and several. The capsules and headings of the paragraphs of this Agreement are inserted for convenience only, and do not affect the meaning or interpretation of the provisions of this Agreement.

12. Remedies Cumulative. All remedies available under this Mortgagage are distinct and cumulative to any other right or remedy under this Mortgagage or afforded by law of equity, and may be exercised concurrently, independently or successively.

31. **Provisions relating to transfer of property.** Any transfer of property by Lender or by any other person shall not be a waiver of Lender's right to accelerate the otherwise applicable law. Lender, any trustee or receiver in exercising any such right or remedy, may collect interest on the amount so unpaid at the rate of interest otherwise provided by law.

10. Borrower Not Released. Extension of the time for modification of amortization of the sums secured by this Mortgagee 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 any successor or trustee to extend time for payment of the sums secured by this Mortgagee by reason of any demand made by the original Borrower and Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or  
secured by this Mortgage.

Within, there shall be applied to the sums received by this Mortgagor which amount of the sums received by this Mortgagor prior to the date of taking bears to the first market value of the property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

and indemnification of other claims of the Proprietor, or part thereof, or for damages caused in the conduct of a condominium, are hereby assented and shall be paid to Lender.

Leinster shall give Borrower notice prior to any such inspection specifically reasonable cause therefor related to Leinster's interest in the Property.