

UNOFFICIAL COPY

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1994-1995

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Space Above This Line For Recording Data:

MORTGAGE

THIS MOBILE COPY WAS PRINTED ON APRIL 1, 1991

The mortgage to Kenneth F. Hondek and Rebecca J. Hondek, Husband and Wife, as joint tenants with right of survivorship and not as tenants in common.

3. Usage: This Security Program is given to:

Heartland Savings Bank, F.S.B.

which was dated 1914 between the United States of America and the Republic of Cuba at Washington, D.C.

Index **Books** **See** **Index for the principal subject**

Ninety seven thousand Four hundred dollars and No/100

Dates: 1890-1900

Dollars 188,997.00. This note, evidenced by Borrower's note dated the same date as this Security Instrument, Note, was given to lender in payment of the full debt of and paid out of, for and payable on April 1, 2007. The Security Instrument agrees to lender for the repayment of the debt

April 2, 1977

April 24, 2007 The Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note; (b) the interest on the extension extensions and modifications of the Note; (c) the payment of all other sums with interest awarded or to be paid; and (d) to protect the security of this Security Instrument and (e) the performance of Borrower's covenant and agreements under this Security Instrument and the Note. For this purpose, Borrower has hereby mortgaged, granted and conveyed to Lender the following described property located in _____, Block _____.

Cover Design

Lot 14 in Block 24 in Glenview Park Manor Unit No. 1, being a subdivision of the North 1/4 acres of the East 1/4 acres of the North 1/2 of the Southeast 1/4 of Section 12, Township 41 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded, March 18, 1946 as Document 15,741,643 in Book 357 of Plats on Page 44 and re-recorded May 27, 1946 as Document 15,804,975 in Cook County, Illinois.

10, 11, 12, 13, 14, 15, 16, 17

92244357

which has the address of 315 Washington Street

Overview

12. Case

2025

Dr. Henry Adams

ILLINOIS - 8-21-68 - Fannie Mae Freddie Mac UNIFORM INSTRUMENT

• • • • •

Form 2014 9-90

...and the fact that the ...

BOX 15

15

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (a) for (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property, (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 C.F.R. § 206.11 (or any other law that applies to the Funds), as a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually, analyzing the escrow account, or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the escrow items when due, Lender may, so long as Borrower is in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

Lender payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first to any prepayment charges due under the Note, second to amounts payable under paragraph 2, third to interest due, fourth to principal due, and last to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property 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, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard for return of loss. Lender shall have the right to decline the policy at renewal. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment of loss to be made promptly by Borrower.

Unless Lender and Borrower otherwise agree, the following 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 same in priority to this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property and 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 Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender or Borrower otherwise agree in writing, any application, request or demand shall not extend or postpone the timing of the maturity payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 1.1 the rights acquired by Lender Borrower stand to any insurance policies and proceeds resulting from damage to the property, then any such claims pass to Lender to the extent of the sums secured by this Security Instrument and to the extent of the insurance cover.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, preserve, maintain and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of execution hereof. Lender, otherwise agrees in writing, which consent shall not be unreasonably withheld or delayed, to permit Borrower to continue to occupy the Property as Borrower's principal residence for at least one year after the date of execution of this Security Instrument. Borrower shall not destroy, damage or remove from the Property, or allow the Property to deteriorate or come into being on the Property. Borrower shall be in default of its obligations under this Security Instrument if Lender's consent to this statement could result in deterioration of the Property or Borrower materially impairs the interest created by this Security Instrument in Lender's security interest. Borrower may, after due inquiry and knowledge as provided in paragraph 5, be causing the action or proceeding to be commenced with a third party and Lender's consent to this determination prejudices Lender's interest in the Property or that material impairment of the interest created by this Security Instrument or Lender's security interest. Borrower shall, after due inquiry and knowledge, during the loan application process, have materially false or inaccurate information or statements in the loan application provided to Lender with any material information in connection with the loan application. Notwithstanding, but not limited to, representations concerning Borrower's occupancy of the Property, upon the date of this Final Security Instrument, if Borrower shall comply with the provisions of the lease, if Borrower occupies the Property, the purchase price of the Property shall not include any Lender agrees to the merger of this

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a default proceeding that may significantly affect Lender's rights in the Property, Lender may, without notice and without prejudice, take immediate action to enforce its security interest in the Property, and Lender may, without prejudice, take any action to protect the value of the Property and the security in the Property. Lender's action may include, but is not limited to, the following, which is not intended to be an exhaustive list: (a) Lender may, without notice, pay the taxes and other charges on the Property to make repairs. After Lender has taken action under this paragraph, Lender has no obligation to

Any amounts not received under order to be distributed shall be the additional debt of Borrower secured by this Security Instrument. Lender-Borrower shall enter into a further term of payment thereon, with the Borrower, from the date of forbearance of the Note and shall be payable with interest upon notice from Lender-Borrower requesting payment.

8. **Mortgage Insurance.** If Lender requires that mortgage insurance be maintained on the "Mortgage" and the "Secured Instrument," Borrower agrees that he or she will maintain the mortgage insurance in effect. If for any reason the mortgage insurance coverage required by Lender is ever required to be maintained, Borrower shall pay the premiums required for the insurance made substantially equivalent to the mortgage insurance coverage in effect at a not substantial cost over the cost of the mortgage insurance previously in effect to maintain alternate mortgage insurance approved by Lender. If alternate mortgage insurance coverage is not available, Borrower shall pay to Lender each month for the duration of the mortgage, the yearly mortgage insurance premium as required by Borrower when the mortgage is made substantially in effect. Lender will accept use of the funds thus payments as a loss reserve in lieu of mortgage insurance. Lender's payment may not claim to be required in the event of Lender's mortgage insurance coverage in the event of a fire or other disaster that Lender requires, provided by an insurer approved by Lender again between a mortgage and Lender. Borrower shall pay the premiums required to maintain mortgage insurance in effect or to provide a loss reserve, and the requirement for mortgage insurance and its accordance with any written agreement between Borrower and Lender if applicable.

9. **Inspection.** Lender shall permit Buyer to make reasonable entries upon and inspections of the Property. Lender shall not be responsible for the time or cost of any inspection specifying a reasonable cause for the inspection.

10. Condemnation. If any party takes issue or claims a limitation, direct or consequential, in connection with any

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enforcement of this Security Instrument shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the term of this Security Instrument or such other period as may be specified in the Security Instrument.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the term of this Security Instrument or such other period as may be specified in the Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument. 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, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property address or any other address designated by Borrower or Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address designated by Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a tax which sets maximum loan charges, and that tax is being interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then, in any such case, Lender shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction shall be treated as a partial prepayment without any prepayment charge to Borrower.

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note shall be deemed to have agreed to be jointly and severally liable with Borrower for the performance of the obligations of this Security Instrument, and Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amount of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify, amortization of, the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Borrower's Obligation to Pay. The covenants and agreements of this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note shall be deemed to have agreed to be jointly and severally liable with Borrower for the performance of the obligations of this Security Instrument, and Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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19. **Sale of Note; Change of Loan Servicer.** If a Note is sold to a third party, the Noteholder shall assign to the third party all of its rights and obligations under the Note, and the third party shall become the new Noteholder. If a Note is sold to a third party, the Noteholder shall assign to the third party all of its rights and obligations under the Note, and the third party shall become the new Noteholder.

20. Hazardous Substances. The following substances are known to be present in the waste stream and are listed in Table 1. The waste stream is not known to contain any of the following substances:

§ 10. The following shall be the duties of the board of directors:

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was plotted against the number of trials for each condition. The number of correct responses increased with the number of trials for all conditions. The number of correct responses was highest for the condition with the highest number of trials (10 trials) and lowest for the condition with the lowest number of trials (2 trials).

NON-ADHESIVE TISSUES: BLOOD AND LYMPH • www.elsevier.com/locate/jcp

21. Release. (per payment) of sums secured by this Security Instrument. For to () release this Security

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

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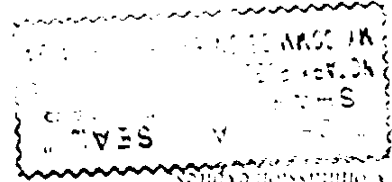
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Form 101-A (Rev. 10-6-81)

NOTARY

NOTARY

This instrument was prepared by



My Commission Expires

These are my hand and official seal this 2nd day of April, 1992

Notary

and delivered the said instrument as the instrument as

signed by the person or persons who personally appeared before me this day in person and acknowledged that they

personally known to me to be the person or persons whose names

are hereby given that Kenneth K. Houdek and Rebecca K. Houdek, husband and wife, as joint tenants with right of survivorship and not as tenants in common

County of Cook, State of Illinois

County of

STATE OF ILLINOIS

Rebecca K. Houdek
Social Security Number 460-59-1702

Rebecca K. Houdek

Kenneth K. Houdek
Social Security Number 352-56-2595

Kenneth K. Houdek

Witnesses

and in any riders executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument

Others (Specify)

Balloon Rider

Graduated Payment Rider

Adjustable Rate Rider

Rate Improvement Rider

Planned Unit Development Rider

Condominium Rider

Second Home Rider

Biweekly Payment Rider

1-4 Family Rider

(Check applicable boxes)

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

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1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 2nd day of April, 1990 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned, the Borrower, to secure Borrower's Note to

HEALING AND SAVINGS BANK, F.S.B. (the Lender) of the same date and covering the Property described in the Security Instrument and located at

115 WASHINGTON STREET, GLENVIEW, ILLINOIS 60025

Property Address

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description and shall also constitute the Property subject to the Security Instrument: built-in fixtures, appliances and goods of every nature whatsoever now or hereafter acquired by or for the Borrower, together with the Property, including but not limited to those for the heating, ventilation, air conditioning, gas, water and electric utility, fire protection and extinguishing equipment, and the following: built-in appliances, plumbing fixtures, water heaters, water closets, sinks, ranges, ovens, refrigerators, dishwashers, freezers, washers, dryers, lawnmowers, storm doors, screens, blinds, shades, curtains and shutters, and all other items of furniture, furnishings and attached fixtures, coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument, shall constitute the Property described in the Security Instrument for all purposes hereunder. For more information, see the 1-4 Family Rider and the Security Instrument covering the Property.

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall use the Property in accordance with the use of the Property in its zoning district, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien, then or later, to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against fire and theft, including theft of contents, which insurance is qualified to meet minimum standard 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence of Uniform Covenant 19, concerning Borrower's occupancy of the Property is deleted. All remaining provisions and agreements set forth in Uniform Covenant 19 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's call, Borrower shall assign to Lender all leases of the Property and all rights, interests and obligations in connection with the use of the Property. Upon the assignment of the Property, Lender shall have the right to modify, extend or terminate the existing lease and to lease to new leases, in Lender's sole discretion. As used in this paragraph, Lender will exercise such rights in accordance with the Security Instrument to which it is a party.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower assigns and agrees that all rents, issues and profits due or to be due on the Property, together with the Property, shall be assigned to Lender or Lender's agents to collect the Rents, and agrees that any tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower
Rebecca J. Houdak

(Seal) Borrower
Kenneth R. Houdak

1-4 Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Instrument.

interest shall be a breach under the Security Instrument, and Lender may invoke any of the remedies permitted by the Security Instrument.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an

all the sums secured by the Security Instrument are paid in full.
any default or invalidate any other right or remedy of Lender. This assignment of Kents of the Property shall terminate when
judicially appointed receiver, may do so at any time when a default occurs. Any application of Kents shall not cure or waive
maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agent, or a
Lender, or Lender's agent, or a judicially appointed receiver, shall not be required to enter upon, take control of or
not perform any act that would prevent Lender from exercising its rights under this paragraph.
Borrower represents and warrants that Borrower has not executed any prior assignment of the Kents and has not and will

secured by the Security Instrument pursuant to Uniform Covenant.

collecting the Kents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender
If the Kents of the Property are not sufficient to cover the costs of taking control of and managing the Property, and of
showing as to the inadequacy of the Property as security.

to take possession of and manage the Property and collect the Kents and profits derived from the Property without any
shall be liable to account for only those Kents actually received, and (v) Lender shall be entitled to have a receiver appointed
and then to the sums secured by the Security Instrument, (vi) Lender, Lender's agent, or any judicially appointed receiver
receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property,
managing the Property and collecting the Kents, including, but not limited to, attorney's fees, receiver's fees, premiums on
otherwise, all Kents collected by Lender or Lender's agent shall be applied first to the costs of taking control of and
due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant, (v) unless applicable law provides
collect and receive all of the Kents of the Property, (vii) Borrower agrees that each tenant of the Property shall pay all Kents
the benefit of Lender only, to be applied to the sums secured by the Security Instrument, (viii) Lender shall be entitled to
If Lender gives notice of breach to Borrower, (i) all Kents received by Borrower shall be held by Borrower as trustee for

constitutes an absolute assignment and not an assignment for additional security only.
Lender has given notice to the tenant(s) that the Kents are to be paid to Lender or Lender's agent. This assignment of Kents
Kents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii)

2.8.6.1.2.2.6

CONFIDENTIAL

HEADLINE SAVINGS BANK, F.S.B.
at the same date and time as the Property described in the Security Instrument and recorded at
415 WASHINGTON STREET, Glenview, Illinois 60025

the Department of Property, 1000 North 10th Street, Suite 400,
Minneapolis Park Manor Unit No. 4

PLED COVENANTS. The undersigned hereby certify and agree that he or she is a member of the Society of Professional Engineers and Architects of the State of New York, and that he or she is duly licensed to practice as a Professional Engineer or Architect in the State of New York.

[illegible]

B. Hazard Insurance.

[illegible]

13. *Reference:* *Journal of the American Medical Association*, 1977; 237: 1000-1001.

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C. Public Liability Insurance. The City of Chicago is not required to purchase public liability insurance for the City of Chicago. The City of Chicago is not required to purchase public liability insurance for the City of Chicago.

D. Condemnation. The purpose of this section is to provide a mechanism for the Board to condemn a contract, order, or action of the Board of Directors. The Board of Directors is authorized to condemn a contract, order, or action of the Board of Directors if the Board of Directors finds that the contract, order, or action is in violation of the provisions of the Constitution and Bylaws of the Association. The Board of Directors may also condemn a contract, order, or action of the Board of Directors if the Board of Directors finds that the contract, order, or action is in violation of the provisions of the Constitution and Bylaws of the Association.

F. Fender's Prior Consent. By executing this document, Fender agrees that he has read and understands the terms of the above agreement, and that he has executed this document voluntarily, without any duress, fraud, or undue influence. Fender further agrees that he has received the services of legal counsel, and that he is fully aware of the consequences of his actions.

F. Remedies. If the court determines that the defendant has violated the terms of the consent decree, the court may enter an order for specific performance of the defendant's obligations under the consent decree. The court may also enter an order for damages or an order for an injunction against the defendant. The court may also enter an order for costs and fees. The court may also enter an order for a writ of habeas corpus or an order for a writ of certiorari. The court may also enter an order for a writ of mandamus or an order for a writ of prohibition. The court may also enter an order for a writ of *habeas corpus* or an order for a writ of *certiorari*. The court may also enter an order for a writ of *mandamus* or an order for a writ of *prohibition*.

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Kenneth E. Hendrick

Lehrerin: H. Hudek