

UNOFFICIAL COPY

THIS INSTRUMENT is made this 13th day of May, 1992, between Mamoru Yokomori and Michie Yokomori, his wife

6442 N. Spaulding, Lincolnwood, IL 60645
herein referred to as Mortgages and Peterson Bank

3232 W. Peterson Ave., Chicago, IL 60659
herein referred to as Mortgagee witweth

BEFORE AS the Mortgages are jointly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One Hundred Thousand and no/100 DOLLARS (\$100,000.00) payable to the order of and delivered to the Mortgagee and by which both the Mortgages promise to pay the said principal sum and interest at the rate and on the date provided in and note with a final payment of the balance due on the 1st day of June 1993 and all of said principal and interest made payable to and payable as the holder of the note may from time to time in writing appoint and in absence of such appointment then at the office of the Mortgagee at 3232 W. Peterson Ave., Chicago, IL 60659

NOW WHEREFORE the Mortgages bind the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained by the Mortgages to be performed, and also in consideration of the sum of One Dollar in hand paid and the receipt whereof is hereby acknowledged, do hereby present COUNTY AND WARRANT unto the Mortgagee and the Mortgagee in and to the County of Cook State of Illinois and all of their estate, right, title and interest therein, situated, lying and being in the Village of Lincolnwood CO. OF Cook AND STATE OF ILLINOIS to wit

Per legal description attached hereto and made a part hereof:

PARCEL 1: THE EAST 51.17 FEET OF LOT 122 (AS MEASURED ALONG THE NORTH LINE AND THE SOUTH LINE OF SAID LOT, EXCEPT THE NORTH 15 FEET OF THE EAST 25 FEET, AS MEASURED ALONG THE NORTH LINE AND THE EAST LINE THEREOF); THE EAST 51.17 OF LOT 121 (AS MEASURED ALONG THE NORTH LINE AND SOUTH LINE OF SAID LOT) AND THE EAST 51.17 FEET OF THE NORTH 7.5 FEET OF SAID LOT (AS MEASURED ALONG THE EAST LINE AND WEST LINE OF SAID LOT) IN EDGAR S. OWEN NORTH SHORE CHANNEL AND DEVON AVENUE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 168, PAGE 10, AS DOCUMENT NUMBER 7345199, BEING BLOCK 1 AND THE EAST 1/2 OF BLOCK 2 IN ENDER'S AND MUNO'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 17787845 AND SUBSEQUENTLY AMENDED.

TO HAVE AND TO HOLD the premises unto the Mortgagee and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgages do hereby expressly release and waive.

The name of a record owner is Mamoru Yokomori and Michie Yokomori, his wife

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgages, their heirs, successors and assigns.

Witness the hand and seal of Mortgages the day and year first above written
Mamoru Yokomori (Seal) Michie Yokomori (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

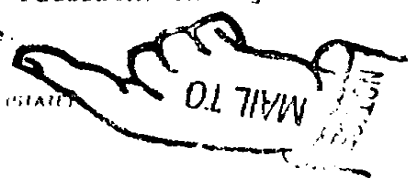
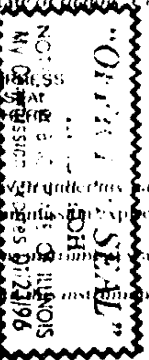
State of Illinois County of Cook SS. I, the undersigned, a Notary Public in and for said County, Mamoru Yokomori and Michie Yokomori, his wife

personally known to me to be the same person S whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that U they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and official seal this 13th day of May 1992

Notary Public
as prepared by Aimee Koh/ Peterson Bank 3232 W. Peterson, Chicago, IL 60659
Peterson Bank, 3232 W. Peterson Ave., Chicago, Illinois 60659

COOK COUNTY RECORDER BOX NO. 92364349



Vertical text on the right margin.

Handwritten numbers and scribbles at the bottom center.

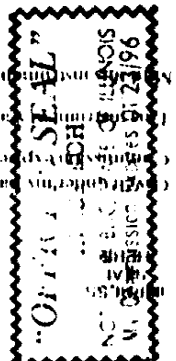
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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxing any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title a Mortgagee may deem to be 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage; (b) any indebtedness hereby secured; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (d) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with or without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

950261019

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Chicago, Illinois 60659
POLTERSON BANK, 3232 W. POLTERSON AVE.
NAMI AND ADDRESS

Almege Koh/ Polterson Bank 3232 W. Polterson, Chicago, IL 60659

13th day of May 1992

personally known to me to be the same person as who's name is
appeared before me this day in person and acknowledged that
their right of homestead and other real estate

in the State aforesaid, DO HEREBY CERTIFY that
Cook County of

PREPARED BY NAME OF LITIGANT
MICHIE YOKOMORI
MAMORU YOKOMORI
MICHIE YOKOMORI

Witness the hand and seal of the Clerk of Cook County on this day and year first above written

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side) of this mortgage are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

The name of the mortgagors and the Mortgagee, and the Mortgagee's consent to the mortgage, and the names of the parties to the mortgage, and the names of the mortgagors do hereby expressly release and waive

between all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which rights and benefits are considered as constituting part of the real estate

to or to be granted to all similar parties equipping in or articles hereinafter placed in the mortgage. The mortgagors do hereby agree to hold the property in trust for the benefit of the mortgagee and to execute all such instruments as may be required to carry out the purposes and intentions of the mortgage.

long and during all such times as the Mortgagee may be entitled thereto (which hereinafter are supplied) payments and on parity with and to the satisfaction of all simple mortgages, equipment or articles now or hereafter thereon of the amount used to supply their taxes, an insurance, water, light, power, telephone, sewer, gas, and other utilities, and all other expenses and charges the cost of so

10-35-423-046 Permanent Real Estate Index Number(s)
6442 N. Spaulding, Lincolnwood, Illinois 60465 Address(es) of Real Estate

which, with the property hereinafter described, is referred to herein as the premises.

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*--92-364349
COOK COUNTY RECORDER

the principal sum of
DOLLARS
and no part of the same
has been paid
and no part of the same
has been paid
and no part of the same
has been paid

67-07-00000

Property of Cook County Clerk's Office

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18 This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, whether or not such persons shall have executed the note or this mortgage. The word "Mortgage" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

17 Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness when used herein and pay to Mortgagee for the execution of such release.

16 If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15 The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

14 The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13 No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note being secured.

12 Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, by court order or otherwise, or may be made by the Mortgagee in its discretion, but the receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and to execute a deed of sale and a decree, during the full statutory period of redemption, where there is a redemption, or not, as well as during all other times when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or advisable in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment of the whole or in part of (1) The indebtedness secured hereby, or by any decree, foreclosure, special assessment or other lien which may be or become superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale, (2) The deficiency in case of a sale and deficiency.

11 The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness, as mentioned in that paragraph by the Mortgagee; then, legal representatives or assigns, as their rights may appear.

10 When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, the right shall be allowed and included in additional indebtedness in the decree for sale all expenses and costs incurred hereof, including all attorneys' fees, appraiser's fees, appraiser's expenses, appraiser's costs and expenses, including all such items as are mentioned in this section, and examination, title insurance fees, outlays for documents, and expert evidence, stenographers, clerks, publication costs and costs which may be estimated as to the value of the premises, and similar data and assurances with respect to such items as Mortgagee may deem to be reasonably necessary to or the sale of the premises. All expenses and costs of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including proceedings in and out of bankruptcy, proceedings to which the Mortgagee is or may be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) proceedings for the commencement of any suit for the foreclosure hereof after account of such right to foreclose whether or not actually commenced, or (c) proceedings for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9 Mortgagee shall pay each item of indebtedness hereon in accordance with the terms hereof, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

8 The Mortgagee making any payment authorized hereof relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7 In case of default hereof, a Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior mortgages, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim, hereof, or redeem from any tax sale or forfeiture affecting said premises or content any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagee.

6 Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of repair or replacement of the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage to Mortgages, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5 At such time as the Mortgagee are not in default hereunder under the terms of the note secured hereby or under the terms of this mortgage, the Mortgages shall have such prudence of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

4 If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issue of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3 In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens hereon or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby, or the mortgagee's interest in the property, or changing in any way the laws relating to the location of mortgages or debts secured by mortgages or liens hereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens hereon, all of the indebtedness secured hereby, to be and become due and payable sixty (60) days from the giving of such notice.

2 Mortgagees shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.

1 Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (b) keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for which the Mortgagee is or may be liable; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (d) complete within a reasonable time any building or building under construction now or at any time in process of erection upon said premises; (e) comply with all requirements of law or of any municipal ordinance with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or in municipal ordinance.