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RECORDATION REQUESTED BY:

Joseph II. Pisula **2510 E. Da**mpster, Suito 110 DEs Plaines, Illinois 60016

WHEN RECORDED MAIL TO

Joseph II. Pisula 2510 E. Darpster, Suite 110 Des Plaines, Illinois 60016

SEND TAX NOTICES T

Najph L. Wischmenn Averta M. Idectours 2236 U. Fletcher Street Chicago, Illinois 6061a



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DEPT-01 RECORDING

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- 140000 TRAM 2820 07/28/93 14:48:00 46785 * 93-585769
- - COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

	MO	RTGAGE		
AMOUNT OF PRINCIPA	INDEBTEDNESS: \$ 20,000,00			
THIS MORTGAGE IS DA Hischrann, his wife	i reo July 23, 1993 , in joint tenany	- ****	Ralph L. Wischmann and	I Angela H.
	2236 M. Fletcher Street, Chicago.			
•	Grantor"); and CORPORALE AMERICA F rred to below as "Ler der"), a			- ·
interest in the following of easements, rights of way rights); and all other right	AGE. For valuable consideration, Granton lescribed real property, logether with all exist, and appurtenances, all water, water rights, a, royalties, and profits relating to the real prind, subject to a Lease, if any, and	ing or subseque waterchurses an openy, including t all marcets, it	nlly elected or affixed buildings d ditch rights (including stock i without limitation any rights the bit, gas, geothermal and si	, improvements and foctores; all is utilities with dilich or irrigation Grantor later acquires in the fee
	- CLY (NOUVEN) N ELYBORN AVENUE ADDITION TO LAKE (NAVEL 14, EASE OF THE THIRD PRINCI		THE COMPANY PROPERTY BY THE PART	
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				ico .
The Real Property	or its address is commonly known	88	2236 W. Fletcher Street Chicago	u 60613
Property Tex IO No.:	14-30-102-029		Official	
	to Lender all of Grantor's right, title, and intere	ed in and in all les	ses of the Property.	
2. DEFINITIONS. The fo	llowing words shall have the following means	ngs when used it	this Morigage. Terms not other	erwise defined in this Mortgage nounts shall mean amounts in
Borrower. The word Morigage.	"Bottower" means each and every person w	tha signs the LO	· · ·	
Lender and Granton of modifications of, in date by which all Indirevolving line of credit applied to the outsise	The words "Credit Agreement" mean the rivith a credit limit of the amount shown on the intencings of, consolidations of, and substitution bledness under the Credit Agreement and it is a variable interest rate based upon an industrial account batance shall be at a rate and maximum rates. Under no circumstance	e first page of the florts for the Cred his Morkpage is d ex. The index cu	Security Instrument, together with Agreement. The majurity date us is 3:14 22, 2013 rently is 3,41 % per a percentage points above the in	of this Morigage, which is the
meximum rate sillower				RW dw

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named

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(Continued

above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's Interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property and Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without Ilmitation, this Mortgage secures a revolving time of credit, which obligates Lender to make advances to Grantor so long as Grantor complias with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total octstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown of the contract of this Mortgage will remain in full force and effect notwithstanding any zero balance.

Lease. The word "Lease" means any lease between Grantor and the Lessor of the Property.

Lender. The word "Lender's means CORPORATE AMERICA FEDERAL CREDIT UNION, its successors and assigns. The Lender's the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words 'Peisonal Property' mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition, of the Property.

Property. The word "Property" means collectivity the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Granlor's Indebtedness to Londer.

Rents. The word "Rents" means all rents, revenues, income, issues, royalties, and profits from the Property.

THIS MORTGAGE, AND, IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GROWN UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

- 3. PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortuage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under the LOANLINER® Home Equity Plan Credit Agreement and under this Mortgage.
- 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's press ssion and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and or erable and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all reports and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, freatment, disposal, release or threatened reflect of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (a) releases and waives any tuture claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnity shall survive the payment of the Indebtedness and the satisfaction of this Mortgage.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

- Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to #12 Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.
- Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental flauthorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and swithhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and the long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.
- "Outy to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.
- 5. COMPLIANCE WITH LEASE. If there is a Lease on the Property, Grantor will pay all rents and will strictly observe anniperform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor further agrees (a) not to surrender, terminate, or cancel the Lease, and (b) not to modify, change, supplement, after, or amend the Lease, either orally or in writing, without I ender's prior written consent. No estate in the Property.

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whether fee title to the leasehold premises, the leasehold estate, or any subinasehold estate, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the tantford, Grantor, or a third party who purchasts or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple lifle, or any other leasehold or sublessehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such lifle is secured by this Mortgage.

- 6. REHABLITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair, or other toan agreement which Grantor may enter into with Lender, Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 7. DUE ON SALE CONSENT BY LENDER. Lender may, at its option, have the right to accelerate, that is, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. If Grantor sells or transfers the Real Property without the written consent of Lender, then, prior to acceleration Lender shall give notice to Grantor. The notice shall provide a period of not less than ten (10) days from the date of the notice within which Grantor may pay the sums declared due. If Grantor tails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Grantor, invoke any remedies permitted in this Mortgage. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitions; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, and contract, contract for deed, leasehold interest with a tirm greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender If such exercise a prohibited by federal law or by Illinois law.
- a. TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage:

Notice of Transfer. Grantol shall give notice to Lender, as provided in this Mortgage, prior to any sale or transfer of all or part of the Property or any rights in the Real Property. Any person to whom all or part of the Real Property is sold or transferred also shall be obligated to give notice to Lander, as provided in this Mortgage, promptly after such transfer.

Advances After Transfer. All amounts indivanced under the LCANLINER® Home Equity Plan Credit Agreement, up to the Credit Limit, are secured by this Mortgage, whether advanced Justice or after sale or transfer of the Real Property, except any amounts which may be advanced by bender more than five (5) days after notice to Lender, as provided in this Mortgage, that such transfer or sale has occurred. Even it Grantor transfers the Real Property, Grantor will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Grantor in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Grantor, Lender may require that the person to whom the Real Property is transferred agrical experiment satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person skinty, if to receive advances under the Credit Agreement.

9. TAXES AND LIENS. The following provisions relating to the is less and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, essessments, water charges and sewer service charges tevied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material turnished to the Property. Grantor shall maintain for Property free of all flens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or cle m in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a figh arcas or is find as a result of nonpayment, Grantor shall within fifteen (15) days after the figh arcs or, if a lien is filed, within fifteen (15) days after Grantor (as notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond on other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and afterneys' less or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before or increment against the Property. Grantor shall name Lender as an additional obligee under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand turnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Granter shall notify Lender at least fifteen (15) days before any work is commenced any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Granter will upon request of Lender furnish to Lender advance assural ces satisfactory to Lender that Granter can and will pay the cost of such improvements.

10. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall produce and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. If the Real Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain Federal Flood Insurance to the extent such insurance is required and is available for the term of the loan and for the full unpaid principal balance of the loan. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of tan (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. If, in Lender's judgment, the restoration or repair is economically leasible and Lender's security is not lessened, insurance proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (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.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions

Specific Contraction

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under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

- 11. **EXPENDITURES BY LENDER.** If Grantor tails to compty with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, upon notice to Grantor, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit line. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as corning the default so as to bar Lender from any remedy that it otherwise would have had.
- 12. WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property (including a leasehold interest, if any), free and clear of all liens and encumbrances except those of record, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will torever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall other action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender stuch instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grants, Agriants that the Property and Grantos's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

13. EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing tridebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage soluting the Indebtedness may be secondary and inferior to an existing lien, if there is such a lien. Grantor expressly covenants and agrees to pay or see to the payment of, the Existing indebtedness and to prevent any default on such indebtedness, any default under the instruments endencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agree nent with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is in diffied, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances tinder any such security agreement without the prior written consent of Lender.

14. CONDEMNATION. The following provisions relating to condemnal on or the Property are a part of this Mortgage,

Application of Net Proceeds. If all or any part of the Property is corider insid, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness under the LOANE! SER® Home Equity Plan, subject to the terms of any mortgage or deed of trust with a lien which has priority over this Mortgage. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' tees necessarily paid or incurred by Grantor or Lender to Connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notity Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be one cominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The reviewing provisions relating to governmental taxes. Since and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take? whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Chartor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Murtgarle, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Morrigage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to Ceduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender of the Indebtedness or on payments of principal and interest made by Grantor.

16. FURTHER ASSURANCES. The following provisions relating to further assurances are a part of this Mortgage

Further Assurances. Upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to i, ender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve. (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and. (b) the tiens and security interests created by this Mortgage on the Property. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

- 17. FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.
- 18. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a talse statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or maction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.
- 19. GRANTOR'S RIGHT TO CURE. Upon the occurrence of any Event of Default (other than fraud or material misrepresentation) and prior to

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exercising any of the rights and remedies provided in this Mortgage or by lew, Lender shall give notice as provided in the Mortgage and as required by applicable law. The notice may be combined or sent with any notice required by applicable law and shall specify: (a) the Event of Default; (b) this action required to cure the default; (c) a date not less than thirty (30) days (or any longer period as required by applicable law or elsewhere in this Mortgage) from the date the notice is given to Grantor by which the default must be cured and (d) that tailure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the property. The notice shall further inform Grantor of the right to reinstale after acceleration and the right to assert in a foreclosure proceeding the nonexistence of an event of default or any other defense of Grantor to acceleration and sale. However, if Lender has given Grantor a right to cure with respect to a prior Event of Default which occurred within three hundred sixty five (365) days of the present event of Default, Grantor shall not be entitled to receive the right to cure described in this paragraph.

20. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option to declare the entire indebtedness immediately due and payable

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the separate value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Leader may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If pormitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and ramedies provided in this Mortgage or the LOANLINER® Home Equity Plan Credit Agreement or available at law or an ecosy.

Sale of the Property. To the extent per ruth d by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lander shall give Grantor reasonable untice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a black of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lander to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make explanditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to entire any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its Interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure unlit repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including alterneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated pust-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraidatives, and title insurance, to the extent permitted by applicable law. Granfor also will pay any court costs, in addition to all other sums provided by law.

- 21. NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be detailed effective when deposited in the United States mail first class, registered mail, postage prepare, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purries of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any ken which has priority over this Mortgage show be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.
- 22. ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repaining or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

23. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Modgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Grantor's Copy of Documents. Lender agrees to provide Grantor with a conformed copy of both the LOANLINER® Home Equity Plan Credit Agreement and this Mortgage at the time they are executed or within a reasonable time after this Mortgage is recorded.

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Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, if shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on fransfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of torbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in virtuing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where sign consent is required.

GRANTOR ACKNOWLEDGES HAVING PEAD ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. GRANTOR ada Militalinacione Signed, acknowledged and delivered in the presence of County Clark Wilness Witness This Mortgage prepared by: Joseph L. Misolo INDIVIDUAL ACKNOWLEDGMENT "OFFICIAL SEAL 111iionSTATE OF Frederick J. Wrenn SS Notary Public, State of Illinola COUNTY OF My Commission Expires 9/2/9/ Samourane and the same and the same of On this day before me, the undersigned Notary Public, personally appeared Marki L. Mischming and America S. In chaire the cell to me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this Notary Public in and for the State of My commission expires Copyright, 1990, DUNA Mutual Insurance Society, Copyright, 1990, CFI. All rights reserved.

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