

# UNOFFICIAL COPY

This instrument was prepared by:

93718500

(Name) ED JOHNSON  
(Address) CREDIT UNION 1  
200 E. CHAMPAIGN  
RANTOUL, IL 61866

## MORTGAGE

THIS MORTGAGE is made this 27 day of AUGUST 1993 between the Mortgagor, BONITA L. OSBORNE (herein "Borrower"), and the Mortgagee,

CREDIT UNION 1, a corporation organized and existing under the laws of ILLINOIS whose address is 200 E. CHAMPAIGN AVE. RANTOUL, IL 61866 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 20,000.00 which indebtedness is evidenced by Borrower's note dated AUGUST 27, 1993 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on SEPTEMBER 16, 2003

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

THE EAST 34 FEET OF THE WEST 66 FEET OF LOT 32 IN WASHINGTON HEIGHTS, IN THE RESUBDIVISION OF LOTS 8 TO 14, BOTH INCLUSIVE, IN BLOCK 5 IN THE BLUE ISLAND LAND AND BUILDING COMPANY'S SUBDIVISION KNOWN AS WASHINGTON HEIGHTS, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY CLERK'S OFFICE

SEP - 9 11 03 39

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Cook County Clerk's Office

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TAX ID: 25-18-205-030

which has the address of 1734 W. 105TH STREET CHICAGO Illinois 60643 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

BOX 333

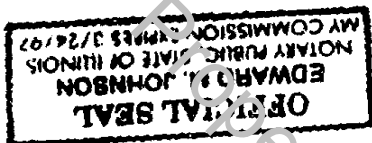
Form 3874

74.52.819.6F

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MAIL TO: CREDIT UNION 1  
ATTN: LOAN DEPARTMENT  
PO BOX 188  
RANTOUL, IL 61866

(Space Below This Line Reserved for Lender and Recorder)



*Edward M. Johnson*  
Notary Public

27<sup>th</sup> day of August, 1993

My Commission expires: 03-24-97

Given under my hand and official seal, this

personally known to me to be the same persons) whose names) appeared before me this day in person, and acknowledged that they subscribed to the foregoing instrument, signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

15

BONITA L. OSBORNE

I, EDWARD M. JOHNSON

, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS,

County ss:

(Sign Original Only)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

BONITA L. OSBORNE

*Bonita L. Osborne*

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

- 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. 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 and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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

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

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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ment with a lien which has priority over this mortgage.

hereby assigned and shall be paid to Lender subject to the terms of any mortgage deed of trust or other security agree-

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are related to Lender's interest in the Property.

8. **Inspection.** Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may take such action as is necessary to protect Lender's interest in the Property, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest in the Property, including insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regula-

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, it any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

1. **Payment of Principal and Interest.** Borrower and Lender covenant and agree as follows:

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, the Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants governing the condominium or planned unit development, the by-laws and regula-

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may take such action as is necessary to protect Lender's interest in the Property, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest in the Property, including insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, including terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are related to Lender's interest in the Property.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor.

10. **Assignment.** Lender may assign this Mortgage, together with all rights and interests therein, to any person or entity, and the assignee shall have the same rights and obligations as Lender under this Mortgage.

11. **Entire Agreement.** This Mortgage, together with the Note, constitutes the entire agreement between Borrower and Lender with respect to the loan secured by this Mortgage, and supersedes all other agreements, understandings, and negotiations between Borrower and Lender.

12. **Severability.** If any provision of this Mortgage is held to be unenforceable or invalid, such provision shall be deemed to be severed from this Mortgage, and the remaining provisions shall continue to be enforceable and valid.

13. **Notices.** All notices under this Mortgage shall be in writing and shall be given to the party to whom such notice is directed at the address set forth in the Note, or to the party to whom such notice is directed at the address set forth in the Note, or to the party to whom such notice is directed at the address set forth in the Note.

14. **Counterparts.** This Mortgage may be executed in counterparts, each of which shall be deemed to be an original copy of this Mortgage, and all of which together shall be deemed to constitute one and the same agreement.

15. **Amendment.** This Mortgage may be amended or modified in writing by the parties hereto, and any such amendment or modification shall be deemed to be a part of this Mortgage.

16. **Assignment of Proceeds.** Lender may assign the proceeds of this Mortgage to any person or entity, and the assignee shall have the same rights and obligations as Lender under this Mortgage.

17. **Assignment of Rights.** Lender may assign all or part of its rights and obligations under this Mortgage to any person or entity, and the assignee shall have the same rights and obligations as Lender under this Mortgage.

18. **Assignment of Obligations.** Borrower may assign all or part of its obligations under this Mortgage to any person or entity, and the assignee shall have the same obligations as Borrower under this Mortgage.

19. **Assignment of Interest.** Lender may assign all or part of its interest in this Mortgage to any person or entity, and the assignee shall have the same interest as Lender in this Mortgage.

20. **Assignment of Principal.** Lender may assign all or part of its principal in this Mortgage to any person or entity, and the assignee shall have the same principal as Lender in this Mortgage.

21. **Assignment of Security.** Lender may assign all or part of its security in this Mortgage to any person or entity, and the assignee shall have the same security as Lender in this Mortgage.

22. **Assignment of Insurance.** Lender may assign all or part of its insurance in this Mortgage to any person or entity, and the assignee shall have the same insurance as Lender in this Mortgage.

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This instrument was prepared by  
EILEEN M. COLE  
(Name)  
OLYMPIA FIELDS, IL 60461  
(Address)

## MORTGAGE

278

THIS MORTGAGE is made this 14TH day of AUGUST, 1993 between the Mortgagor,  
WILLIAM M DALLA COSTA DIVORCED AND NOT SINCE REMARRIED

74-52-623 OF

(herein "Borrower") and the Mortgagee, **FINANCIAL FEDERAL TRUST & SAVINGS BANK OF OLYMPIA FIELDS**  
a corporation organized and existing under the laws of the United States of America, whose address is  
**2110 S. WESTERN AVE. OLYMPIA FIELDS, ILLINOIS 60461** (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \_\_\_\_\_  
THIRTY-EIGHT THOUSAND AND 00/100 \_\_\_\_\_ AUGUST 14TH, 1993 \_\_\_\_\_  
Dollars, which indebtedness is evidenced by Borrower's note dated \_\_\_\_\_ (herein "Note"),  
provided for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and  
payable on SEPTEMBER 1ST, 2003

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the pay-  
ment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and  
the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances,  
with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower  
does hereby mortgage, grant and convey to Lender the following described property located in the  
County of COOK  
State of ILLINOIS

LOT 8 IN BLOCK 2 IN SAUK TRAIL DEVELOPMENT SUBDIVISION, A SUBDIVISION OF  
LOT 3 OF CIRCUIT COURT PARTITION OF THE NORTHEAST 1/4 OF SECTION 32 AND THE  
WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33 (EXCEPT THE CHICAGO AND EASTERN  
ILLINOIS RAILROAD COMPANY RIGHT OF WAY), TOWNSHIP 35 NORTH, RANGE 14 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COOK COUNTY CLERK'S OFFICE  
FILED SEP 1 1993

PERM TAX ID #32-32-228-008-0000 SEP - 2 AM 9:38

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PROPERTY ADDRESS: 3029 CAPPELLETTI LANE  
SO CHICAGO HEIGHTS, IL 60411

which has the address of 3029 CAPPELLETTI LANE SO CHICAGO HEIGHTS  
(Street) (City)  
ILLINOIS 60411 (herein "Property Address");  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or here-  
after attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a  
part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate  
if this Mortgage is on a leasehold) are herein referred to as the "Property".

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

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ NONE.

**22. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any, and any release fee in effect at that time.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

*William M. Dalla Costa*

—Borrower

—Borrower

STATE OF ILLINOIS, COOK County ss:

I, *Anissa M. Rusthoven*, a Notary Public in and for said county and state,

do hereby certify that WILLIAM M DALLA COSTA DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) IS

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

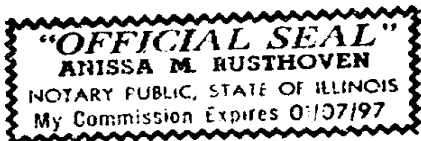
signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein

set forth.

Given under my hand and official seal, this 14TH day of AUGUST, 19 93

My Commission expires:

*Anissa M. Rusthoven*  
Notary Public



(Space Below This Line Reserved For Lender and Recorder)

MAIL TO  
FINANCIAL FEDERAL TRUST & SAVINGS BANK  
1401 N. LARKIN AVE.  
JOLIET, IL 60435

93718501

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