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(referred to below as "Lander")	a corporation organized and existi	ng under the laws of	· · · · · · · · · · · · · · · · · · ·	the first contract to the property	

GRANT OF MORTGAGE. For (2) able consideration, Grantor mortgages, warrants, and conveys to Lender, all of Grantor's nont, ille, and A. GRANT OF MORTGAGE. For 12" able consideration, Grantor mortgages, wairrants, and conveys to carbet, an organical full interest in the tollowing described real property together with all ixisting or subsequently erected or affixed buildings, improvements and fixtures; all easurents, rights of way, and appurtenance; all water, water rights, watercourses and dich rights (including stock in utilities with dight or irrigation rights); and all other rights, royallies, and profile relating to the real property, including without limitation any rights the Grantor later acquires in the fee simple title to the land, subject to a Lease, if any, and all minerals, oil, gas, geothermal and similar matters, located in Cook

State of Illinois (the "Real Property"):

LOT 10 IN E. A. CUMING'S AND COMPANY'S SUIDIVISION OF LOTS 1 TO 4 INCLUSIVE AND LOTS 6 TO 25 INCLUSIVE IN THE SUB-DIVISION OF THE SOUTH PART OF BLOCK 14 IN STREPRN'S SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP, 39 NORTH, RANCE 14 EAST OF THE THIRD PRINCIPAL M RT MAN, IN THE SUBDIVISION OF THE NORTH PART OF SAID BLOCK 14, IN COOK COUNTY, TLLINOIS.

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Property Tex ID No.: Parcel 1: 17-06-325-004-0000 Parcel 2: 17-06-329-014-000) Property Tax ID No.: Parcel 1: 17-06-325-004-0000 Parcel 2: 17-06-329-014-000)
Granfor presently assigns to Lender all of Granfor's right, title, and interest in and to all leases or an Property.

2. DEFINITIONS. The following words shall have the following meanings when used in this Mortgage shall have the meanings attributed to such terms in the illinois Uniform Commercial Code. All references to dollar amounts shall mean amounts the light shall mean amounts. lawful money of the United States of America.

Borrower: The word "Borrower" means each and every person who signs the LOANLINERS Home Eq in Plan Credit Agreement secured by it is

Grantor. The word "Grantor means any and all persons and entitles executing this Mongage, including without limitation all Grantors named above. The Grantor is the mortgager under this Mongage. Any Grantor who signs this Mongage, but does not sign the Credit Agreement, is signing this Mongage 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 Reals and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or SOB

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 of 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 limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies 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 outstanding 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 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 or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor. Therefore, the lien of this Mortgage will remain in full force and the Branchy. indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended of

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

Lender. The word Lender means Selfrellance Ukrainian Fediral Credit Union, its successors and assigns. The Lender is the mortgagee under this Mortgage. a global in a manthemal and an entre the entre and along a

Mortgage. The word "Mortgage" means this Mortgage between Granfor and Lender, participated training of the more than the more th

Personal Property. The words "Personal Property" mean all equipment fixtures, and other articles of personal property now or hereafter owned by Granter, 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.



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Property. The word "Property" means collectively 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 Montgage" section.

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

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

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 GRANTOR 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 Mortgage, 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.

- under this Morigage.
- 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession 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 operate 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 repairs and maintenance necessary to preserve its value.

Hazardous Substance. 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, treatment, disposal, release or threatened release of any hazardous waste or substance, as those turns are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 Substance, as those time are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; 42 U.S.C., Section 9601, et se. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal laws, or regulations adopted pulcae in to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lander, may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (a) releases and walves any function against Lender for indemnify or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (a) refees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Mortgage.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance 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, or average 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 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. Creater shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jectured. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave une sended 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.

- COMPLIANCE WITH LEASE. If there is a Lease on the Property, Granto will pay all rents and will strictly observe and periorm on a timely basis all other terms, covenants, and conditions of the Lease. Grantor further agrective and period of the Lease, and (b) 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 Lender's prior written consent. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold; at let, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of these estrue in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or portion of the fee simple title, or any other leasehold or subleasehold 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 title is secured by in a Mortgage.
- 6. REHABILITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations unter any home rehabilitation, improvement, repair, or other loan 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 agrees 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, the indeclar 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 wilhout the written consent of Lender, hen, 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 falls 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 equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, and contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any "enaficial 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 region shall not be exercised by Lender If such exercise is prohibited by federal law or by Illinois law.
- 5. TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage:

Notice of Transfer. Grantor 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 Lender, as provided in this Mortgage, promptly after such transfer.

All amounts advanced under the LOANLINER® Home Equity Plan Credit Agreement, up to the Credit Limit, are After Transfer. Advances After Fransfer. All amounts advanced binder the COANLINER® Home Equity Plan Credit Agreement, up to the Credit Limit, are secured by this Mortgage, whether advanced before or after sale or transfer of the Real Property, except any amounts which may be advanced by Lender more than five (5) days after notice to Lender, as provided in this Mortgage, that such transfer or sale has occurred. Even if 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 sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

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

Payment. Granfor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied 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. Granfor shall maintain the Property free of all tiens 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 claim 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 lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or it requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defined their and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall registed to the contest proceedings. name Lender as an additional obligee under any surely bond turnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish 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

Notice of Construction. Grantor 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, it any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, service), or materials and the cost exceeds \$10,000.00. Granter will upon request of Lander furnish to Lander advance assurances satisficiory to Lander that Grantor can and will pay the cost of such improvements.

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

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Maintenance of Insurance. Granter shall procure and maintain policite of the 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 culticient to avoid application of ally coinsurance clause, and with a standard mortgages clause in layor 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, Granter agrees to obtain Federal Flood insurance to the extending such insurance is required and is available for the form 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 accipitable to Lender. Granter shall deliver to Lender certificates of doverage from each insurance containing a slipulation that coverage will not be cancilled or diminished without a minimum of ten (10) days prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of they 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 falls to 30 so within littleen (18) days of the casualty. If in Lender's judgment, the restoration or repair is economically feasible 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 feasible or Lender's security would be restorated insurance proceeds shall be applied to the sums secured by this Morigage whether or not then due, with any excess paid to Grantor. If Grantor is abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to sellie a claim, than Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this

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 in the or other sale held under the provisions of this Mortgage, or at any loreclosure 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 and in the instrument evidencing such Existing indebtedness shall constitute compliance with the insurance provisions under this Morigage, it the extent compliance with the terms of this Morigage would constitute a duplication of insurance requirement. If any proceeds from the insurance payable on loss, the provisions in this Morigage for division of proceeds shall apply only to that portion of the proceeds not payable (1) the holder of the Existing Indebtedness.

- the proceeds not payable 1 in a notice of the passing independences.

 11. EXPENDITURES BY LENDE(). If Granter talls to comply with any provision of this Mortgage, including any obligation to maintain Balsing individuals in good alanding as required below, or it any antion or proceeding is commenced that would materially attest Lender's helicites in the Property Lender on Granter's behalf may, upon notice to Granter, but shaking to required to, take any action that Lender deeping appropriate. In smount that Lender expands in so doing with partinlerest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Granter. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the cridit line. This Mortgage also will secure payment of ness amounts. The rights provided for in this paragraph shall be in addition to any other rights or tiny remedies to which Lender may be childed on account of the default. Any such action by Lender shall not be construed as during the defaults of all the Mortgage.
- 12. WARRANTY, DEFENSE OF TITLE. The following provisions relating to expership of the Property are a part of this Mortgage.

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

Detense of Title. Subject to the exception in the paragraph have, Grantor warrants and will forever deteriol the title to the Property against the playful dalms of all persons. In the event any action or proceeding is commerced that questions Grantor's title or the interest of Lender under this, "I Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be possibled 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 such instruments as Lender may request. From time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and 30 notes use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

13. EXISTING INDESTEDNESS. The following provisions concerning existing industry dress (the "Existing Indebtedness") are a part of this Mortgatie.

Existing Lien. The lien of this Mortgage securing the indebtedness may be sucredary 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 detaill on such indebtedness, any detailt under the instruments evidencing such indebtedness, or any detailt under the instruments evidencing such indebtedness, or any detailt under the instruments evidencing such indebtedness, or any detailt under the instruments ovidencing such indebtedness, or any detailt under the instruments ovidencing such indebtedness, or any detailt under the instruments ovidencing such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any money a deed of trust, or other security agreement with the holder of any money a deed of trust, or other security agreement with the holder of any has priorily over this Morigage by which that agreement is modified, amended, extended, or, and without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement, without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of the Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned, 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 LOANLINER® Home Equity Plan, subject to the terms of any mortgage of deed of trust with a lien which has priority over this Mortgage. The net proceeds of the award shall mean the award Proceeds of all reasonable costs, expenses, and attorneys fees necessarily paid or incurred by Grantor or Lander in connection with the conde ninal and the second sec

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and shall promptly take much sleps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in suct, or couding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel 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 the its participation.

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

Current Taxes, Fees and Charges. Upon request by Londer, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lander to perfect and continue Lender's liten on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, 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 Mortgage or upon all or any put of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Granto is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage thangeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion 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 duliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reflied, 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, saddrify deeds, security agreements, financing statements, continuation statements, instruments of further assurance, pertilicates, and other documents as may, in the sole opinion of memoring statements, commission memorines of interestable, periodice, periodice, in other documents as may, in the sole opinion of the behavior of desirable in order to effectuate, complete, periodic, confinue; the preserves (a) the obligations of franton under the Chedit Agreement, this Mortgage, and the Related Documents, and (b) the liens and sepurity interests created by this Mortgage on the Property: Unless prohibited by law or agreed to the contrary by Lender In writing, Granton shall relimbure Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

17. FULL PERFORMANCE. If Granter pays all the Indebtedness when due, terminates the credit line account; and otherwise performs all the abbigations imposed upon Granter under this Mortgage, Lender shall execute and deliver to Granter a suitable satisfaction of this Mortgage. Granter will pay, if permitted by applicable law, any reasonable termination fee as determined by Lander transitional forms.

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 recommits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a later statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repairment sterms of the credit line account. (c) Grantor's action or leading adversely affects the cotateral for the credit line account. collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwalling, 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

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holder of another lien, or the use of funds or the dwelling for prohibited purposes.

- ts. GRANTOR'S RIGHT TO CURE. Upon the occurrence of any Event of Default (other than fraud or material misrepresentation) and prior to exercising any of the rights and remedies provided in this Mortgage or by law, 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 tonger period as required by applicable law or elsewhere in this specified in the notice is given to Grantor by which the default must be cured and (d) that failure 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 reinstate 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 staty—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 lime 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 possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Forectosure. Lender may obtain a judicial decree foreclosing Grantor's Interest in all or any part of the Property.

Deficiency Judgm int. If permitted 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. Landor shall have all other rights and remedies provided in this Mortgage or the LOANLINER® Home Equity Plan Credit Agreement or available at it wor in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remote as, 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 the all any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Gran'or reasonable notice 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 color of disposition.

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

Aftorneys' Fees; Expenses. If Lender institutes an, syll or action to entorce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as a tor levs' fees at Irial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's spition 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 or demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragrant include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there in a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appears an it any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), survivors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to an other sums provided by law.

- 21. NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this in agage, including without limitation any notice of detault and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or if mailed, shall be deemed effective when deposited in the United States mail first class; registered mail, postage prepaid, directed to the addresses no vin 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 purious, specifying that the purpose of the notice is to change the party's address. All copies of notices of toreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to kup Lender informed at all times of Grantor's current address.
- 22. ASSOCIATION OF UNIT OWNERS. The tollowing 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 uscretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney unit, effect 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 or Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing 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 the relinder. If Grantor's inferest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor and 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 Mortgage 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.

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, it 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 transfer 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 forbearance 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.

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

Waivers 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 writing 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

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subsequent instances where such densent is required.		
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF	THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.	
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