

(1) **Prepayment Charge.** Should any note or obligation secured hereby require Borrower to pay a fee in connection with the prepayment of any of the indebtedness secured hereby, to pay such fee to the extent permitted by applicable law, notwithstanding the fact that Borrower shall have defaulted in any obligation secured hereby and Lender, by reason hereof, shall have declared all sums secured hereby immediately due and payable in full. Failure of Borrower to comply with Mortgage, or to perform any obligation secured by this Mortgage, or to do any act or thing which is required to be done by Borrower under this Mortgage, Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, contract or compromise any encumbrance, charge or lien, which in its judgment is or appears to be paid or satisfied; and (c) in exercising any such power pay necessary expenses, Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage, as any such sum, until so repaid, shall be secured herein and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and shall such sum and interest thereon be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obigation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower or shall be the joint and several obligation of each such person.

(16) **Acceleration Clause: Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property, enters into a contract of sale, conveyance or alienation of such property or any part thereof, or otherwise his title or any interest therein to be divested, whether voluntarily or involuntarily or lease such property or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of such property, or drills or extracts or enters into a lease for the drilling for or extracting oil, gas or other hydrocarbon substance or any mineral or any kind or character on such property; or (b) Borrower is a partner and the interest of a general partner is assigned or transferred; or (c) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period; or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such period; or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in connection with the financial and other written representations made by Borrower in order to induce Lender to enter into the transaction.

(17) **No Waiver by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after the due date or by making any payment or performing any act in partial fulfillment of Borrower's obligations secured hereby, Lender does not waive its right to require prompt payment when due or all other sums so secured or to require performance of all other acts required hereunder, or to declare a default or failure to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(19) **Right to Collect and Receive Rent, Income, and Profits.** Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and retain the rent, income, issues and profits of such property as they become due and payable, but Lender reserves the right to revoke such permission at any time with or without notice by notice in writing to Borrower, mailed to Borrower at the last known address. In any event, such permission to Borrower and its successors, shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any agreement, hereunder. On any such default, Lender may at any time without notice, either by person, by agent, or by receiver, to be appointed by the court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property, or any part thereof, make, cause, enforce or modify leases, contracts and other tenancies, set or modify rents; in its own name and for or on behalf of the lender, collect the rent, income, issues and profits, including those paid due and unpaid; and apply the same, less costs and expenses of collection and disbursement, upon any indebtedness secured hereby and in such order as Lender may determine, and except for such application, Lender shall not be liable to any person for the collection of non-collection of any rent, income, issues or profits, nor the failure to collect or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rent, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default, or notice of default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Lender and either of them may purchase or tender, it Lender holds any additional security for any obligation secured hereby, it may at once the sale thereof at its option, either before, temporarily will, or after any Mortgage sale is made hereunder, and on any default of Borrower, Lender may, at its option, effect against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligation hereof, to apply toward the payment of any indebtedness secured hereby, or credits of or owing to Borrower and which the Lender may have in its possession or under its control, including, among other things, any improvements held by Lender under paragraph (b) hereof, in order to assure the definiteness and certainty of the rights and obligations herein provided. Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, or claims and no offset made by Lender shall relieve Borrower from paying obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due, Lender shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, and shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred, or on behalf of Lender for attorney's fees, appraisers' fees, and any other costs and expenses, and shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred, or on behalf of Lender for procuring all abstracts of title or commitments for title insurance, such costs, charges and costs may be added to the amount of the indebtedness secured hereby and Lender may deem reasonably necessary either to prosecute such suit or to provide for bids at any sale. The nature of the paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest at the rate specified in the Note. Such expenditures and expenses shall include: (a) expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant in the Mortgage or any indebtedness hereby secured; (b) preparation for the commencement of any suit for foreclosure hereof either account of such right to foreclose whether or not actually commenced; (c) preparations for the defense of any threatened suit or proceeding which might affect the property or the security hereof, whether or not actually commenced; (d) any efforts for collection of any part due, including those secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the paragraph hereof; second, all other items which under the terms hereof constitute indebtedness secured by the Mortgage; third, any purpose to Borrower, his legal representatives or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the protection, preservation, control, management and operation of the property, and all rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further time when Lender, his successors or assigns, or other persons or assigns, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary for the protection, preservation, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income hereof by either of them in payment in whole or in part of the indebtedness secured hereby, or in payment of any tax, special assessment or other lien which may be or become a lien upon the property, or to become a lien upon the property, or to provide for the payment of such application to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Rights of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

UNOFFICIAL COPY

(24) Future Advances. Upon request of Lender, Borrower shall, at Lender's option, prior to the maturity of this Mortgage, may make Future Advances to Borrower. Such Future Advances shall have the same priority as 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

(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to any of such financial statements.

(26) Governing Law; Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings banks. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(27) Offsets. No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(28) Misrepresentation or Nondisclosure. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property.
(30) Notice to Borrower. Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) Adjustable Rate Mortgage Provisions. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREINAFOVE SET FORTH.

Signature of Borrower

Marie Barajas
MARIE BARAJAS

Faustino Barajas
FAUSTINO BARAJAS

State of Illinois OF COOK County ss:

I, THE UNDERSIGNED a notary public in and for said county and state, do hereby certify that MARIE BARAJAS AND FAUSTINO BARAJAS, HER HUSBAND

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of APRIL, 19 93

My commission expires:

Shirley W. [Signature]
Notary Public

LOAN NO. 1553827-5

93290156