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  1. Payments. > agree to make all payments on the secured debt when due to the secured debt control of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, tiens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payes or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for se long as you
- 4. Property, I will keep the property in good condition and make all repairs resonably necessar
- 5. Expenses. I agree to pay all your expenses, including resconable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court, I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fall to make any payment when due or break any governants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy evailable to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits, I easign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys if rat, commissions to rents agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the lectured ciebt as provided in Covenant 1.
- 8. Walver of Homestead. Thereby walve all right of homestead exemption in the property,
- B. Leseshulde: Condominiums: Planned Unit Developments. I agree to comply with the provisions of any lesse if this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or meaned unit development.
- 10. Authority of Mortgages to Perform for Mortgagor. If I fall to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may on my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a rea on ble manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preciude you flom exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. Inspection, You may enter the property to inspect if you give me notice beforehend. The notice must state the reasonable cause for your
- 12. Condemnation. I essign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any pert of the property. Bush proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior essurity
- 13. Walver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability: Co-eigners: Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt i do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of the recognition.

The duties and banefits of this mortgage shall bind and banefit the suggestors and appians of either or both of us

16. Notice. Unless otherwise required by law, any notice to me shall be given by rie vering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tall you, I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated chave.

- 16. Transfer of the Property or a Beneficial interest in the Mortgagor. If all or any part of the proventy or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. He vever, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage,
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to nic. I serve to pay all costs to record this mortgage.

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CONGLITHENT FOR TITLE INSURANCE NO. 91002043

## LEGAL DESCRIPTION

PARCEL 1: A tract of land described as follows: the Northwesterly 18.0 feet of the Southeasterly 95.42 feet of Flock J. Forh as measured on the Northeasterly line of said Block J; the Northwesterly line and the Southeasterly line of said tract being at right angles to said Northeasterly line of Block J; in Superior Homes in Des Plaines, being a subdivision of part of the Northwest 1/4 of Section 29, Township 41 North, Range 12, East of the Thir Principal Meridian, in Cook County, Illinois.

## ALSO

PARCEL 2: Parking Lot 2 in Block K, (Parking lot including the easement area adjoining indicated by prose hatching on the Plat of Bubdivision and bunded by the nearest of the larger dashed of broken lines; in Superior homes in Des Plaines, a Subdivision as aforesaid.

## ALSO

PARCEL 3: Easements for the Longit of Parcels 1 and 2 as ant forth in Declaration dated April 24. 1959 recorded April 28, 1959 as Document Number 17821591 and by Chicago Title and Trust Company, as Trustee under Trust Arresent dated July 7, 1855 as Trust No. 40300 and as ordeted by Died from Federal Savings and Loan Insurance Corporation to June N. Zminds dated May 17, 1873 and recorded June 15, 1873 as Document 22342810; also essements set forth in Declaration of Covenants, Rescrictions and Easements, Pine Tark Townhouses recorded as Document 22433638 and Subject to the F. lements Agreements and Conditions and Restrictions reserved for the benefit of adjoining parcels in said Declarations which are incorporated by reterance thereto for the benefit of the real estate described above and adjoining parcels, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 09-29-220-178 / Oli

Commonly known has 4.00 %. Hennhaum Road, Dee Plaines, 11

IND OF SCHEDULE A.

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