

UNOFFICIAL COPY

TRUST DEED

THIS INDENTURE, made 12/4, 1993, between Ron + Berni Davidson
herein referred to as "Grantors", and Damon A. Richl
of 8131 48J Free way STE 700 ^{Dallas Tex of 75251} Illinois, herein referred to as "Trustee", witnesseth:
THAT, WHEREAS the Grantors have promised to pay to Energy Craft Window Co., herein referred to as
"Beneficiary", the legal holder of the Home Improvement Contract hereinafter called "Contract" and described, the sum of
Ninety four hundred fifty eight dollars and twenty cents Dollars (\$ 9458.40),
evidenced by a certain Contract of the Grantors of even date herewith, made payable to the Beneficiary, and delivered, in and by which said Contract the Grantors promise
to pay the said sum in 60 consecutive monthly installments: 5.9 at \$ 157.04, followed by 1 at \$ 157.64, followed by
1 at \$ N/A, with the first installment beginning on 3/10 ^(Month & Day), 1994 and the remaining installments continuing on
the same day of each month thereafter until fully paid. All of said payments being made payable at 6333 N. Paulina, Chicago IL 60646
Illinois, or at such place as the Beneficiary or other holder may, from time to time, in writing appoint.
The principal amount of the Contract is \$ 6700.00. The Contract has a Last Payment Date of 2/10, 1999.

NOW, THEREFORE, the Grantors to secure the payment of the said obligation in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Grantors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Markham
COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THE EAST 150 FEET OF LOT 1 IN BLOCK 1 IN GROVER C. ELMORE AND COMPANY'S HAZELCREST FARMS,
BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 34 NORTH RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN. DEPT-01 RECORDING \$23.50
T#5555 TRAN 9437 06/07/94 10:09:00
#6091 # JB #94-503708
COOK COUNTY RECORDER

PIN # 28-23-303-010
which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with improvements and fixtures now attached, together with easements, rights, privileges, interests, rents and profits.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Grantors do hereby expressly release and waive.

COVENANTS, CONDITIONS AND PROVISIONS

1. Grantors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens, or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be incurred by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beneficiary; (4) comply within a reasonable time with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, sewer charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to Beneficiary duplicate receipts therefor. To prevent default, hereunder Grantors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Grantor may desire to contest.

3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay for all the indebtedness secured hereby, all in companies satisfactory to the Beneficiary, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewals policies not less than ten days prior to the respective dates of expiration.

4. In case of default herein, Trustee or Beneficiary may, but need not, make any payment or perform any act heretofore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim therof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness so used hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secured. Notice of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Grantors, their heirs, successors and assigns.

WITNESS the hand(s) and seal(s) of Grantors the day and year first above written.

D. Reeder

(SEAL)

Floyd J. Tolson

(SEAL)

Bernie

(SEAL)

Bernadine Davidson

(SEAL)

Dennis E. Stock

who Are personally known to me to be the same person whose name is Are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of December 1994 AD 19 94

NOTARIAL SEAL	STATE OF ILLINOIS	NOTARY PUBLIC
DENNIS E. STOCK	NOTARY PUBLIC, STATE OF ILLINOIS	NOTARY PUBLIC
MY COMMISSION EXPIRES 6/12/94	12/27/94	12/27/94
This instrument was prepared by <u>Dennis E. Stock</u> (Name)		
13-802 IL		

COVENANTS, CONDITIONS AND PROVISIONS CONTINUED FROM PAGE 1 OF THIS TRUST DEED

3. The Trustee or Beneficiary hereby secures, holding any power or right authorized resulting from or in accordance with any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, lien or title or claim thereto.

6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Grantors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the Contract or in this Trust Deed to the contrary, become due and payable: (a) immediately in the case of default in making payment of any installment on the Contract, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Grantors herein contained, or (c) immediately if all or part of the premises are sold or transferred by the Grantors without Beneficiary's prior written consent.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorney's fees, Trustee's fees, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, insurance policies, Title certificates, and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the annual percentage rate stated in the Contract this Trust Deed secures, when paid or incurred by Trustee or Beneficiary in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant; by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph herein; second, all other items which under the terms hereof constitute secured indebtedness additional to that provided by the Contract, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Trust Deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Grantors, 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 or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payments in whole or in part of: (1) the indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gross negligence or misconduct and Trustee may require indemnities satisfactory to Trustee before exercising any power herein given.

13. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid, either before or after maturity, the Trustee shall have full authority to release this Trust Deed, the lien thereon, by proper instrument.

14. In case of the resignation, inability or refusal of Trustee, the Beneficiary shall have the authority to appoint a Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend and be binding upon Grantors and all persons claiming under or through Grantors, and the word "Grantors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Contract or this Trust Deed. The term Beneficiary as used herein shall mean and include any successors or assigns of Beneficiary.

ASSIGNMENT

For value received, the undersigned, the beneficiary under the within Trust Deed hereby transfers, sets over and assigns the beneficial interest under such Trust Deed and the obligation secured thereby to Dennis E. Stock President

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 10 day of January, 1994.

ENERGY CRAFT WINDOW CO.

Dealer

(SEAL)

CORPORATE SELLER SIGN HERE

ENERGY CRAFT WINDOW CO.

ATTACHED

Dennis E. Stock
President
Energy Craft Window Co.

(Its Secretary)

By

(Name and Title)

President

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP BENEFICIARY (SELLER)

STATE OF ILLINOIS,

County of _____

SS. I,

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

who _____ personally known to me to be the same person, whose name _____ subscribed to the foregoing Assignment, appeared before me this day in person and acknowledged that _____ signed and delivered the said Assignment as _____ free and voluntary act.

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 19_____.

Notary Public

ACKNOWLEDGMENT BY CORPORATION (SELLER)

STATE OF ILLINOIS,

County of _____

SS.

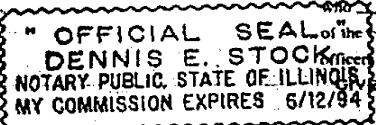
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

JAMES P. Parrish - President
Ronald Blaszkowicz - Secretary

who _____ personally known to me and who executed the foregoing Assignment as president and secretary, respectively, of the corporation named therein and acknowledged that they signed and delivered the same as their free and voluntary act as such officers in the name of and on behalf of said corporation for the uses and purposes therein set forth.

NOTARY PUBLIC, STATE OF ILLINOIS
GIVEN under my hand and Notarial Seal this 10 day of January, A.D. 1994.

Notary Public



D
E
L
I
V
E
R
Y
NAME _____
STREET _____
CITY _____

AFTER RECORDING RETURN TO:
PORTFOLIO ACCEPTANCE CORP
8131 LBJ Fwy., SUITE 115
DALLAS, TX 75251
ATTN: PACKAGING DEPT.

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

16426 S. Central Pk
Markham, IL 60426

INSTRUCTIONS

OR

RECORDER'S OFFICE BOX NUMBER _____

94503708

UNOFFICIAL COPY

RECORD AND RETURN TO: MIDWEST NATIONAL MORTGAGE CORPORATION
1420 KENSINGTON ROAD, SUITE 108
OAK BROOK, ILLINOIS 60521

VA Form 26-6310 (Home Loan)
Rev August 1981, GSA Circular
Section 1010, Title 36 U.S.C.
Amendments to
Formerly Approved Mortgage A. Section
Approved October, 1980

RE/206

1300810
623599

MORTGAGE

**NOTICE: THIS LOAN IS NOT ASSUMMABLE WITHOUT THE APPROVAL OF
THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**
The attached RIDER is made a part of this instrument.

THIS INDULGENCE, made this 30TH day of OCTOBER 1982, between
NORMAN R. DAVILA AND MERCEDES DAVILA, HUSBAND AND WIFE

MIDWEST NATIONAL MORTGAGE CORPORATION
a corporation organized and existing under the laws of THE STATE OF ILLINOIS

Attorneys' Title Co. of America Fund, Inc.
I CERTIFY THIS TO BE A TRUE &
EXACT COPY OF THE
John Wright, Independent Creditor
Mortgagee

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain preliminary note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing date heretofore, in the principal sum of ONE HUNDRED FORTY THREE THOUSAND AND 00/100 Dollars (\$ 143,000.00) payable with interest at the rate of SEVEN AND 500/1000 per annum; \$ 7.50000 per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee or his office in 1420 KENSINGTON ROAD, SUITE 108 OAK BROOK, ILLINOIS 60521 or such other place as the holder may designate in writing and delivered or mailed to the Mortgagee; the said principal and interest being payable in monthly installments of NINETEEN HUNDRED NINETY NINE AND 00/100 Dollars (\$ 199.00) beginning on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER 01 2022.

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, doth by these presents MORTGAGE and WARRANT unto the Mortgagor, his successors or assigns, the following described real estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 33 IN BLOCK 3 IN WALTER G. MCINTOSH'S WOODWOOD HEIGHTS BEING A SUBDIVISION OF LOTS 3 AND 6 IN THE COUNTY CLERK'S DIVISION OF THE NORTH WEST QUARTER AND THE WEST HALF OF THE NORTH EAST QUARTER (EXCEPT THE NORTH 4.23 CHAINS OF SAID WEST HALF OF THE NORTH EAST QUARTER) OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.M.: 13-07-107-032

ALSO KNOWN AND NUMBERED AS: 5510 NORTH NEW LUXAIS STREET
CHICAGO, ILLINOIS 60655

VA ASSUMPTION POLICY RIDER IS ATTACHED HERETO AND MAKES A PART HEREOF.

The Grantee further warrants that should VA fail or refuse to issue the guarantee of the loan secured by this security instrument under the provisions of the Servicemen's Readjustment Act of 1944, as amended, to the amount of 60% of the loan amount or \$86,000, whichever is less, within 100 days from the date the loan would otherwise become eligible for such guarantee, the grantee herein may at its option declare all sums secured by the security instrument immediately due and payable.

TOURIST ITEM: GRANTOR HEREBY AGREES THAT IT IS THE SOLE AND EXCLUSIVE OWNER OF THE FOLLOWING, AND OWNERSHIP, USE, POSSESSION, AND PROTECTION, AND ALL OTHERS NOW OR HEREAFTER ACQUIRED, SO OR USED IN CONNECTION WITH THE PROPERTY HERINAFTER IDENTIFIED AND IN ADDITION HERETO THE FOLLOWING DESCRIBED HOUSEHOLD APPLIANCES, WHICH ARE, AND SHALL BE DESIGNATED TO BE, RESERVE AND A PART OF THE SECURITY, AND ARE A PART OF THE SECURITY FOR THE INDIVIDUALS HERINAFTER IDENTIFIED:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

100-1000

UNOFFICIAL COPY

0-05-18-1994

Loan No 030263

MORTGAGE

(b)(1) (Continued)

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Page 5
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RIGHT OF MORTGAGOR 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 Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. 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. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

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

Notice of Sale. Lender shall give Grantor 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 sale or 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 party's 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 to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail, first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure 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 keep Lender informed at all times of Grantor's current address.

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 has been delivered to Lender and accepted by Lender in the State of Illinois. 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.

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.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

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.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption in 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 subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTORS

X Frank J. Baylano
Frank J. Baylano

X Marie E. Baylano
Marie E. Baylano

This Mortgage prepared by: Catherine M. Briggs fbo York State Bank
536 S. York
Elmhurst IL 60126

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
1986
COUNTY OF DUKE)

" OFFICIAL SEAL "
DAVID M. JOHNSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/7/86

On this day before me, the undersigned Notary Public, personally appeared Frank J. Baylano and Marie E. Baylano, the who, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their true and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 15 day of May, 1986.

Notary Public in and for the State of ILLINOIS
My commission expires 5/2/86

LASER PMD, Reg. U.S. Pat. & T.M. Off., Vol. 5, 188 (1) 1984 CHICAGO, ILL. All rights reserved (IL-002-BAYLANO-LN-N-1001)

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