require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or ruquire performance and compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance by the tenants (including costs, expenses, attorneys' tese and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

In addition to the covenants and terms herein contained and not in limitation thereot, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgagor tails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by this Mortgage, any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease socurities shall be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor shall on demand furnish to Bank satisfactory evidence of compiliance with this provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

8. EVENTS OF DEFAULT. Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Delault):

Pailure by any party obligated on the Obligations to make payment when due; or A default or breach by Borrower, Mortgagor or any co-signer, endorser, surety, or guaranter under any of the terms of this Mortgago, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guarantying, securing or otherwise relating to the Obligations; or The making or turnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guaranter of the

Obligations: 4

"可以是我们的自己的事情的。"

Obligations; **
Failure to bits n or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Property (as herein defined); or
The death, discoulion or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the virul tary or involuntary termination of existence by, or the commencement of any proceeding under any present or future lederal or state for honcy, bankruptcy, reorganization, composition or debtor rolled law by or against Mortgagor, Borrower, or any one of them, or any co-signer endorser, surety or guarantor of the Obligations; or
A good faith belie, by arm at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property (as herein defined) is impaired; or
Failure to pay or provide r.ocf of payment of any tax, assessment, ront, insurance promium, escrow or escrow deficiency on or before its due date: or

due date: or

H. A material adverse change in 'Actigagor's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or repayment of the Obligations; or

1. A transfer of a substantial part of Mor gas or's money or property; or

2. If all or any part of the Property or "y interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBPANCE".

- 9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately commence foreclosure proceedings and may immediately invoke any or all other remedies provided in the Note, this Morigage or related documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or the principal of, and accrued interest on, the Obligations shall become immediately due to the principal of an exclusive and shall become immediately due to the principal of the principal of, and accrued interest on, the Obligations shall become immediately due to the principal of the principal o
- 10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option occlare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the contract for, or creation of, a ly lie i, encumbrance, transfer or sale of the Property, or any portion thereof, by Mortgagor. Lapse of time or the acceptance of payments by Bank after such creation of any iten, encumbrance, transfer or sale, or contract for any of the foregoing, shall not be deemed a waiver or estoppel of Bank's right to accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mall, by certified mall or otherwise, Mortgagor notice of accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mall, by certified mall or otherwise, Mortgagor notice of accelerate in the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is inside within which Mortgagor shall pay the sums declared due. If Mortgagor falls to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, Invoke any remedies permitted on Default. This covonant shall run with the Property and shall main in effect until the Obligations and this Mortgage are fully paid.

In the preceding paragraph, the phrase "transfer or sale" includes the conveyance of any right title or interest in the Property, whether voluntary of involuntary, by outright sale, deed, installment contract sale, land contract for de id, le isehold interest with a term greater than three years lease-option contract or any other method of conveyance of the Property Interests; the term "interest" includes, whether legal or equitable, any right, itte, interest, ilen, claim, encumbrance or proprietary right, choate or inchoate, any of which is support to the lien created by this Mortgage.

- POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all o, any plut of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the whent not prohibited by law, or the count may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any amounts so collected shall be used to pay taxes on, provide insurance for, play costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
- 12. PROPERTY OBLIGATIONS. Mortgagor shall promptly pay all taxes, assessments, levies, water rents, other rolls, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof to Bank of such any ment(s).
- INSURANCE. Mortgagor shall insure and keep insured the Property against loss by fire, and other hazard, casuring and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank. Such insurance shall contain the standard "Mortgagee Clause" and where applicable, "Loss Payee Clause", which shall name and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 30 days notice before the cancellation, termination or material change in coverage.

if an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgager shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mongagor fails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor falls to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below titled "BANK MAY PAY".

- WASTE. Mortgagor shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

- CONDITION OF PROPERTY. As to the Property, Mortgagor shall:

 A. keep all buildings occupied and keep all buildings, structures and improvements in good repair.
 B. retrain from the commission or allowance of any acts of waste or impairment of the value of the Property or Improvements thereon.
 C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property.
 - prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property it used for agricultural purposes.
- 16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.

Mortange JK CONSTRUCTION 05/31/94

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

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COOK COUNTY, ILLINOIS FILED FOR RECORD

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REAL ESTATE MORTGAGE

To Secure a Construction Loan From STATE BANK OF COUNTRYSIDE

DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is May 31, 1994, and the parties and their mailing addresses are the following:

MORTGAGOR:

STATE BANK OF AN NTRYSIDE T/U/T DATED 8-1-92 A/K/A TRUST #92-1183 AND NOT PERSONALLY

a trust

6734 JOLIET RD

COUNTRYSIDE, ILLINOIT P0525

STATE BANK OF COUNTRYS, DE an ILLINOIS banking corporation 6734 Joliet Road Countryside, Illinois 60525 Tax I.D. # 36-2814456 (as Mortgagee)

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

A. A promissory note, No. , (Note) dated N.a./ 31, 1994, with a maturity date of May 30, 1995, and executed by STATE BANK OF COUNTRYSIDE T/U/T DATED 8-1-92 A/K/A TRUST 492-1.02 AND NOT PERSONALLY and JK CONSTRUCTION (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Bor ower in the amount of \$300,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.

modifications or substitutions thereof.

All future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this the tigage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).

All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest mathod.

All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not writted to includings for overdrafts, all advances made by Bank or Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities for overdrafts, all advances or surety, of Borrower to Bank, the property is direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or ioint, several, or ioints. due or to become due, direct or indirect, absolute or contingent, primary or secondar,, liquidated or unliquidated, or joint, several, or joint,

Borrov &'s performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any frust infertible, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

A. It Bank fails to make any disclosure of the existence of this Mortgage required by law for such other de' .t.

- MAXIMUM OBLIGATION LIMIT. The total principal amount of the Obligations secured by this Mortgage, not including, however, any suma advanced for the protection of the Property or Bank's interest therein, nor interest, attorneys' fees, paralige, fees, costs and other legal expenses, shall not exceed the sum of \$300,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

- LIENS AND ENCUMBRANCES. Mongagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.
- CONSTRUCTION LOAN. This is a construction loan in that the Obligations secured by this Mortgage are incurred in whole or in part for the construction of an improvement of land. Mortgagor acknowledges and agrees that Bank is not trustee for the benefit of the contractor, subcontractor or materialmen and that such contractor, subcontractor or materialmen do not have equitable flens on the loan proceeds and that they do not have third-party beneficiary status to any of the loan proceeds.
- ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby absolutely assigns as additional security all present and future leases and rents, issues and profits effective immediately upon the execution of this Mortgago. Mortgagor also covenants and agrees to keep, observe and perform, and to

05/31/94

JK CONSTRUCTION ** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.** Jelaitini Jelaitini PAGE 1

A. As used in this paragrap "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA", 42 U.S.C. 9601 et seq.), all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, wolfars, environment or a Hazardous Substance (as defined

CONTRACTOR CONTRACTOR

"Hazardous Substance" means any toxic, radioactive or hazardous material, waste, poliutant or contaminant which has characteristics which rander the substance dangerous or potentially dangerous to the public health, safety, welfare or the environment. The term includes, without limitation, any substances defined as "hazardous material," "foxic substances," "hazardous waste" or "hazardous substances under any Environmental Law.

B. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

(1) No Hazardous Substance has been, is or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

- (2) Mortgagor has not and shall not cause, contribute to or permit the release of any Hazardous Substance on the Property.
 (3) Mortgagor shall immediately notity Bank it: (a) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatene to migrate from nearby property; or (b) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- Morigagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (a) any Hazardous Substance located on, under or about the Property or (b) any violation by Morigagor or any tenant of any Environmental Law. Morigagor shall immediately notify Bank in writing as soon as Morigagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Bank has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

(5) Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

(5) Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
(8) Three are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump are yellowed and the property and such tank, dump are yellowed and constant that all permits, licenser of approvals required by any applicable Environmental Law are obtained and complied with.
(8) Mortgagor will permit, or cause any tenant to permit, Bank or Bank's agent to enter and inspect the Property and review all records at any reasonable time to determine: (a) the existence, location and nature of any Hazardous Substance on, under or about the Property; (b) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; (c) whether or not Mortgagor and any tenant are in compliance with any applicable Environmental Law. AW.

(9) Upon Bank's requer. Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Bank. The choice of the environmental engineer who will perform such audit is subject to the approval of Bank.

(10) Bank has the right, but not the obligation, to perform any of Mongagor's obligations under this paragraph at Mongagor's EXDORSO.

expense.

(11) As a consequence of any oreach of any representation, warranty or promise made in this paragraph, (a) Mortgagor will indemnity and hold Bank and Bunk's successors or assigns harmless from and against all lesses, claims, demands, liabilities, damages, cleanup, response at directable costs, penalties and expenses, including without limitation all costs of litigation and reasonable attorneys' fees, which cank and Bank's successors or assigns may sustain; and (b) at Bank's discretion, Bank may release this Mortgage and in return Mortgagor will) provide Bank with collateral of at least equal value to the Property secured by this Mortgage without projudice to say of Bank's rights under this Mortgage.

(12) Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this paragraph shall survive any foreclosure or satisfaction of any deed of a st, mortgage or any obligation regardless of any passage of title to Bank or any disposition by Bank of any or all of the Property. At y claims and defenses to the contrary are hereby waived.

- 17. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any ruch inspection.
- 18. PROTECTION OF BANK'S SECURITY. It Mortgagor fails to perform any cover ant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially offices Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or Environmental Law or law enfort ment, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by mason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior writtin consent, Mortgagor will not partition or subdivide the Property.
- COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication; toreclosure minutes, and other expenses of collecting and enforcing the Obligations and protecting the Property. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same of the Obligations and shall be secured by this Mortgage.
- ATTORNEYS' FEES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for toreclosure, Mortgagor agrees to pay reasonable attorneys' less, paralegal fees and other legal expenses incurred by Bank. Am such reasonable attorneys' less shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this
- 21. CONDEMNATION. In the event all or any part of the Property (including but not limited to any easement therein) is count to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, in any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further coross and directs that all by any other person or corporation claiming or naving the right of entirent comain or appropriation. Morgagor further across and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage; whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and

- OTHER PROCEEDINGS, If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents of the existence of any Obligations of in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and
- WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:

 A. homestead;
 - A. homestead; B. examptions as to the Property; C. redemption;
 - C.

JK CONSTRUCTION

Mortgage

- right of reinstatement;
- ment;
- F. marshalling of liens and assets; and

G. statutes of limitations. In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

- PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filling, imposition or attachment of any iten, judgment or encumbrance. Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.
- 25. BANK MAY PAY. If Mortgagor fails to pay when due any of the flems it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:

pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;

pay, when due, installments of any real estate tax imposed on the Property; or

C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' tees and paralegal tees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mongage, having the benefit of the lien and its priority. Mongager agrees to pay and to reimburse Bank for all such payments.

26. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forboarance from, or delay in, the exercise of any of Bank's rights, remedies, privileges of natit to insist upon Mongager's still performance of any provisions contained in this Mongage, or other loan documents, shall not be a struct as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filled shall not concide. a waiver of Bank's right to require full and complete cure of any oxisting default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not complet by sured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges of the Bank under the Note, this Mortgage, other loan documents, the law or equity.

AMENDMENT. The privileges contained in this Mortgage may not be amended, except through a written amendment which is signed by

INTEGRATION CLAUSE. The written Mortgage and all documents executed concurrently herewith, represent the entire understanding between the parties as to he Obligations and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral

FURTHER ASSURANCES. Mortgrape, upon request of Bank, agrees to execute, acknowledge, deliver and record or file such further instruments or documents as may Lerroned by Bank to secure the Note or confirm any lien.

GOVERNING LAW.

This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by lederal laws and regulations.

FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designation of the state of ILLINOIS, unless otherwise designation of the state of ILLINOIS.

SUCCESORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Mortgager may not assign. transfer or delegate any of the rights or obligations under this Mortgage.

NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be

applicable to all genders.

DEFINITIONS. The terms used in this Mortgage, if not during the herein, shall have their meanings as defined in the other documents executed contemporaneously, or in confunction, with this Murga je.

PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any subparagraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage.

IF HELD UNENFORCEABLE. If any provision of this Mortgage "all os held unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforce abliny of the remaining provisions nor the validity of this Mortgage.

CHANGE IN APPLICATION. Mortgagor will notify Bank in writing private any change in Mortgagor's name, address, or other application

information.

NOTICE. All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States notice; postage prepaid, addressed to Mortgagor at the address indicated below Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of this Mortgage. Such addresses may be changed by written

notice to the other party.

O. FILING AS FINANCING STATEMENT. Mortgagor agrees and acknowledges that th's "Ortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon, photographic or other reproduction of this Mortgage is sufficient as a financing statement. EXC. SERATION CLAUSE

NOTE: MOTE: EXT TERTION CLASSIFICATION ACKNOWLEDGMENT. By the signature(s) below, Mortgager acknowledges that this Mortgage has been received by the Mortgager.

Mortgager has been received by the Mortgager acknowledges that this power and authority cun circle upon and served in the property of the construction by the decidence of the construction of t

STATE BANK OF COUNTRYSIDE

STATE OF

COUNTY OF

COUNTY

NOTARY

PUBLIC

My commission expires:

Mortgage

JK CONSTRUCTION

OFFICIAL SEAL LINDA J DILLON NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. APR. 21,1997

This document was prepared by STATE BANK OF COUNTRYSIDE, 5734 Joliet Road, Countryside, filinois 60525.

Please return this document after recording to STATE BANK OF COUNTRYSIDE, 6734 Jollet Road, Countryside, illinois 60525.

THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

BOX 333-C

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated May 31, 1994, by and between the following parties:

MORTGAGOR:

STATE BANK OF COUNTRYSIDE TAUT DATED 8-1-92 AAVA TRUST \$92-1183 AND NOT PERSONALLY a trust 6734 JOLIET RD COUNTRYSIDE, ILLINOIS 60525

BANK:

STATE BANK OF COUNTRYSIDE an ILLINOIS banking corporation 8734 Jollet Road Countryside, Illinois 80525 Tax I.D. # 38-2814456 (as Mortgagee)

The properties hereinafter described are those properties referred to in this Mortgage as being described in Exhibit "A":

LOT 13 AND THE SOUTHERLY 5.08 FEET OF LOT 14 IN WATERFORD COURT, BEING A SUBDIVISION OF LOTS 23, 24, 25 AND 26 (EXCEPT THE EAST 18.80 FEET OF LOT 28) IN QUARRY RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 14, EXCEPT THE SOUTHERLY 5.08 FEET THEREOF, AND LOT 15, EXCEPT THE NORTHERLY 11.17 FEET THEREOF, IN WATERFORD COURT, BEING A SUBDIVISION OF LOTS 23,24,25 AND 26 (EXCEPT THE EAST 18.80 FEET OF LOT) 25) IN QUARRY RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 16 AND THE NORTHERLY 11.17 FEET OF LOT 15 IN WATERFORD LOT 16 AND THE NORTHERLY 11.17 FEET OF LOT 15 IN WATERFORD COURT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE EAST 18.00 FEET OF LOT 26) IN QUARRY RIDGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MEP DIAN, IN COOK COUNTY, ILLINOIS. JUTHER IN COOK L.

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the aums secured by this Security Instrument, whether or not then due, with any excess path to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abundaned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 thays after the date the notice is given,

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or any superstant by the state of the sums of the state of the sums of the sum of t

modification of mortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify arrestization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Doctower's successors in interest. Any forbearance by Londor in exercising any right or remedy shall

not be a waiver of or preclain the exercise of any right or remedy.

12. Successors and Arsinas Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall built and benefit the successors and assigns of Lentier and Borrower, subject to the provisions of paragraph 17. Borrower's coveracts and agreements shall be joint and several. Any Horrower who co-signs this Security Instrument but does not execute the information of this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so us a to interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) fare such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal the reduction will be treated as a partial prepayment without any

prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires us of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londer. Any notice to Londer shall be given by first class mail to Londer's address stated herein or any other address, a ender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Now and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is said or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is provided by federal law as of this Security Instrument. the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice of all provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay his secured by this Security Instrument. If Borrower fulls to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Porm 3014 3/90 (page 4 of 6 pages) ITEM 1076L4 (9202)

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attempts' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

Instrument) may be said one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more change of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, and the servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, and the servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to

normal residentle uses and to maintenance of the Property.

Borrower r. all promptly give Londer written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Parrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any temperal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all (see assary remedial actions in accordance with Environmental Law.

As used in this paragress 20, "Flazardous Substances" are those substances defined as toxic or hazardous substances by As used in this paragraph 20, "Fazardous Substances" are allowed as instances as instances of the asterior as to the standard of the substances of the subst

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument I and a shall related the costs of title evidence. 21. Acceleration; Remedies. Lander shall give notice to Borrower prior to acceleration following Borrower's

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recording n costs.

23. Waiver of Homestead. Borrower waives all right of homestead sempilon in the Property. -7674'S OFFICE

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nstrument. [Check applicable box(cs)] Adjustable Rate Rider	Condominium Rider	if the rider(s) were a pe	amily Ridor
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Other(a) [specify]	•		10 also
BY SIGNING BELOW, Borrower accepts and Security Instrument and in any rider(s) executed by	agrees to the terms and co Borrower and recorded wi	vonants contained in pages ith it.	i i miongu o oi mi
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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this

11th day of Apr. 1994

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note FIRST PEDERAL BANK FOR SAVINGE

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1013 8 BELMONT AVE, ARLINGTON REIGHTS, IL. 60005-3201

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

 CONDITIONAL RIGHT TO REFINANCE
 At the materity date of the Note and Security Instrument (the "Materity Date"), I will be able to obtain a new loan ("New Loan") vit) a new Maturity Date of May 1, 2024 and with an interest rate equal to the "New Note Rate" fet rmined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Continue to Refinancing Option"). If these conditions are not met, I understand that the Note Holder is under and with an interest rate equal to the no obligation to refine to a modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a conder willing to lend me the money to repay the Note.

If I want to exercise the Cordinanal Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) 1 m/s still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments in mediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage wints above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interes equal to the Federal National Mortgage Association's required not yield for 30-year fixed rate mortgages subject to a 60-tay mendatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the New Note Rate"). The required not yield shall be the applicable not yield in affect on the dair and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this sometime not yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not great within 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Materialy Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New New New New New Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The inc. Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above no met. The Note Holder will provide my payment record information, together with the name, this and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required not yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to		on Rider.
JOYCE M COOPER-HAYCOCK (Scal)	KENNETH R HAYCOCK	-Borrower
(Scal) Borrower		(Scal) -Borrower

[Sign Original Only]

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