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WALTER	J WISNIEWSKI	- Marie Carll Walter		: <u>Federal Bank for Savings</u> Lee Street, Des Plaines, 1
IRENE	w wisniewski	<u> </u>	First Federal Ba	
603 BE	rkley ct		749 Lee Street Des Plaines, IL	_
SCHAUM	BURG, IL 60194			*
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1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my bancift will be applied first to any amounts I owe you an the secured debt (exclusive 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 esheduled payment until the secured debt is paid in full.

- 2. Claims against Title, I will pay all taxes, assassments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the ilen 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 payed 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 demaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property, I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses, I agree to pay all your expenses, including reasonable attornoys' fees if i break any devenants in this mortgage or in any obligation accured by this mortgage. Attornoys' fees include those swarded 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 fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured dobt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Bents and Profits, I sesign to you the rents and profits of the property. Unless we have agreed atherwise in writing, I may collect and retain the rents as long as 1 am not in default. If I default, you, your agent, or a court appointed reneiver 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' feer, commissions to rents agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenent 1.
- B. Walver of Homestead, I haraby waive all right of homestead exemption in the property.
- 3. Lesscholds; Condominium s; Henned 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 standard unit development.
- 10. Authority of Mortgages to Per out for Mortgagor. If I fell to perform any of my duties under this mortgage, you may perform the duties of cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a rouse while 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 preclude you from 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 is full or the interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation, I assign to you the proceeds of any new or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Walver. By exercising any remedy available to you, you do not any up your rights to later use any other remedy. By not excreising any remedy, if I default, you do not waive your right to later bansider the event a default if it happens again.
- 14. Joint and Several Liability: Co-signers: Successors and Assigns Bour.d. 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 this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and rusigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by deligring it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you be certified mail to your address an 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 states above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. Your ay also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by indexal low as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to no 1 agree to pay all costs to record this mortgage.

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1-1-21-2-4-2

Unit No. in Gatewood Condominium, as delineated on a survey of the following described real estate: A portion of Lots 1, 4, and 6 in Dunber Lakes, being a Subdivision in the North 1/2 of Section 23, Township 41 North, Range 10, East of the Third Principal Heridian, in Cook County, Illinois, which survey is attached as Exhibit A to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 27248938, as amended from time to time, together with its Undivided percentage interest in the common simments.

Grantor also hereby grants to Grantss, its successors and sassigns, as rights and easements appurtenant to the above described real estate, the rights and excements for the banefit of said property set forth in the aforementioned Declaration.

This Trustee's Deel is subject to all rights, essements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length becoin.

07-23-101-027-1016 603 Berbley Ct. Schaumburg

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