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ATI TITLE COMPANY

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377 E. Butterfield Rd., Suite 100 Lombard, Illinois 60148 (708) 512-0444 1-800-222-1366 DEPT-01 RECORDING

\$27.00

T#6666 TRAH 1808 07/11/94 11:32:00

#0748 # LC #-94-599862

COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

LOAN NO. 011367482

MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT

NOTICE: THIS MGR TAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.

TENANTS* In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, convey, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Lenders of uncessors and assigns the following described property located in the CITY of CHICAGO, County of COOK, State of Hilmois:

PIN #13-21-22-036 SEE ATTACHED

94599862

30% 166

THE EAST 31 FEET OF THE WEST 64 FLET OF LOT 47 IN KOESTER AND ZANDER'S GRAYLAND PARK ADDITION TO IRVING PARK, BEING A SUBDIVISION OF LOT 1 OF THE CIRCUIT COURT COMMISSIONER'S PARTITION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 20 ACRES THEREOF) IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 2COK COUNTY, ILLINOIS.

which has the address of (herein "Property Address"); 4930 W. WAVELAND, CHICAGO, IL. 6060

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, foreign, ingether with all the improvements now or hereafter erected on the property and all easements, rights, appur enances, after sequired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, at directs (subject nowever to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights und profits, water rights and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grant 1 to Lender as Secured Party (as such term is defined in UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CRE DIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. 100,000.00 (the "Maximum Credit"), or so much thereof as may be a lyanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if not sooner paid or required to be paid, due and payable on 0.9/0.1/0.4; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortg. ge; and the performance of the covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrt wer's right, title and interest in and to the real property described above, whether such right, title, and interest is acquired? efore or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby convived and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants

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that Borrower will neither tale not partit on action to tartit of or subdivide in Property of otherwise change the legal description of the property or any part thereof, or change in any way the condition of title of the property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Le ider may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note.

COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due he principal and interest on the indebtedness evidenced by the Note together with any fees and charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written wan er by Lender, or the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, sum (Funds') equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) ye try leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mo tgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funda due on the baris of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a lederal of state agency (including Londer if Lender is such an institution). Lender shall apply the Funds 1 pay the excrew items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrew items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applies allow requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Let der shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and he purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secure i by this Mortgage.

If the amount of the Funds held by Lander together with the furtire monthly nowmen, sof Funds navable prior to the due.

If the amount co, by Funds held by Lender, together with the future monthly paymen is of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow item when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on month y payments of Funds. If the amount of Funds held by Lender is not sufficient to pay the escrewitems when due, Borrower shall pay to Lender any amount

necessary to make up the 'efi lency in one or more payments as required by Lender. Upon payment in full of all on a secured by this Mortgage, Lender shall promptly re; and to Borrower any Funds held by Lender. If pursuant to the terms of this Mortgage, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured in this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payment received by Lender under the Note and this Mortgage shall be applied by Lenter first in payment of any advance made by Let der pursuant to this Mortgage, then to interest, less and charges payable pursuant to the Note, then to the principal amounts outstanding under the Note.

4. Charges; Liens. Borrower shall pay or cause to the Note, then to the principal almost its outstanding whose the Note.

4. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehed payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, property furnish to Lender receipts e idencing such payments. Borrower shall promptly discharge any lien which has priority or en this Mortgage (except for the len of any mortgage disclosed by the title insurance policy insuring Lender's interest in the receipt any such prioritien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner agreet shell and any payments and high properties which acceptable to Lender, or shall in good faith contest such lien by or diffend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvement: no wexisting or heres iter crected on the Property insured against loss by fire, hazards included within the term "extended cover se", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided in our Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mort gage and any other mortgage on the

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The insurance carrier providing the insurance shall be chosen by Borrow ir subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lei der it dishell include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Born and shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Bornower shall to prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrowe.

Unless Lender and Borrower otherwise agree in writing and subject to the rights and ver 😁 of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over the Mortgage, insurance proceeds shall at Lender's sole discretion be applied to restoration or repair of the Property damage for to pay the sums secured by this Mortgage, with the excess, if any, paid to Borrower and Lender is hereby authorized to coany of the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to cettle a claim for insurance benefits, Lenter is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Projecty or to the sure recured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of pro :eeds to principal shall not extend or postpone the due date of any payments due under the Note, or change the amount of such payment. If under uno in ovisions of this Mortgage the Property is acquired by Lender, all right, title and interest of Borrowe. In and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Pls med Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairmen or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mor gage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulation : of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall se incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenant; and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lende 's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgage eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Linder at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender as see to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment the reof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal uni er the Agreement. Nothing contained In this paragraph 7 shall require Lender to incur any expense or take any action here under.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasons ale cause therefor related to Lender's interest in the Property.

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9. Condemnation. The proceeds or any award or claim for dainings, diffect? consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in fleu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned 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 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

- 10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Success is and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall [int], and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it to the Property or by mailing such notice by ordinary mail, addressed to Borrower in the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any otice to Lender shall be given by registered or certified mail, return receipt requested, to Lender's address stated herein or so such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Moragae shall be deemed to have been given to Borrower on the date it is delivered to the Property's address or the date such rotice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.
- 15. Actual Knowledge. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference d to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or the Note, Lender will be deemed to have actual knowledge of such event. Information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.
- 16. Governing Law, Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with apply, able law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
 - 18. Events of Default; Remedies (Including Freezing the Line)
- a. Events of Defaults. Set forth below is a list of events which will consitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted n.e. et al information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower or any maker or guarantor of the Note; (5) Borrower files for bankruptcy, or bankruptcy r. occeedings are instituted against Borrowers and not dismissed within sixty (30) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrowers obligations generally as they become due; (7) Borrower fu.t. er encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrance s which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any credit in trument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of creat are tribed in the Note; or whose lien has or appears to have any priority over the lien created by this Mortgage; or whose item is or appears to be secured by the Property or on which this Mortgage is a lien; or any of Borrower's other creditors attempts to the contained in this Mortgage and the Note not otherwise specified in this Section.
- b. Remedies (Including Freezing the Line). Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but annual interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.
- 19. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or a beneficial interest in Borrower is sold 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Revolving Line of Credit Loan. This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby,

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decretary, respectified the said instrument as seled, sealed and delivered the said instrument as corporation, as Trustee, for the uses and purposes then and there acknowledge that he, as custodian alotsaid corporation to said instrument as his own	sident of Sonally known to me i Presiden Knowledged that they Fountary acts of said Secretary did also Said corporation ses	that a corporation and Secretary of said corporation, per a corporation and Secretary of said corporation, per to the foregoing instrument as such tively, appeared before me this day in person, and aci their own free and voluntary acis, and the free and therein set forth; and the said of the corporate seal of said corporation, did affix the free and voluntary act, and as the free and voluntary act, and act,
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√ My Commission Expires 5/6/97 ▶		
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aiver of the right of homestead.	n, sezzecza, na denyere ng th∉ rete ase and yn	this day in person, and acknowledged that he signed for the uses and purposes therein set forth, includi
ed to the foregoing instrument, appeared before me	se n .m s(s) subscribe	personally lenom to me to be the same person who
2 - Andomie 05/25/26 - 5/1/1/2	D- 10. BACHE 10	Lithe undersigned a Notary Public in and to a
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ustee executes this Mortgage as Trustee as aforesaid, it as such trustee, and it is expressly understood and aiming any right or security hereunder that nothing led as creating any liability on the Trustee personally lebtedness accruing hereunder or to perform any lebtedness accruing hereunder or to perform any lebtedness accruing hereunder, and that any recovery fany, being expressly waived, and that any recovery rail be solely against and out of the Property hereby nail in mo way affect the personal liability is waiver shall in no way affect the personal liability	recuted by a Trust, Trr d upon and vested in i n now or hereafter cli gage shall be constru- thereon, or any inc ed, all such litability, i gainst said Trustee sh nd of said Mote, but th nd seaid Mote, but the	in the exercise of the power and suthority conferred agreed by are mortgagee herein and by every person contained nevery person contained nevery or any interest that may accrum to pay said if or, or any interest that may accrum covenants either express or implied herein contain on this Mortgage, and the Mote secured hereby as all conveyed by enforci men; of the provisions hereof a conveyed by enforci men; of the provisions hereof a conveyed by enforci men; of the provisions hereof a conveyed by enforci men; of the provisions hereof a conveyed by enforcing the provisions hereof a conveyed by enforce men of any conversions.
to termination of the revolving credit line under the		22. Release. Upon payment of all sums secure Note Lender shall release this Mortgage without cl
		rents actually received.
session. As additional security hereunder, Borrower wer shall, prior to acceleration under paragraph 18	he Property, to the e ceiver; Lender in Pos provided that Borro right to collect and re or abandonment of the Lender, in person, by age the Property and iver shall be applied iver shall be applied ti limited to receiver's	This Mortgage shall be valid and have priority excepting solely taxes and assessments levied on the excepting solely taxes and assessments levied on the Populatinent of Rents; Appointment of the rents of the Property, have the interest assigns to Lender the Property, have the interest or abandonment of the Property, have the interest or abandonment of the Property, have the any period of redemption following judicial sale; entitled to enter upon, take possession of and man past due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected by Lender or the receptant due. All rents collected or treats, including, but not property and collection of rents.
order's or registrar's office of the county in which the may increase or decrease from time to time, but the ursements which the Lender may make under this outstanding shall not exceed one hundred fifty per ts made for payment of taxes, special assessments or in indebtedness being hereinafter referred to as the	ı ydərəd hərucəs esən deib giribuləri) ydər əmis əno yas is əməsrudeib yas bas	Property is located. The total amount of indebteds total unpaid balance of indebtedness secured he Mortgage or any other document with respect the cent of the Maximum Credit, plus interest thereon.