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THIS INSTRUMENT PREPARED BY
B. ANDERSON

WHEN RECORDED MAIL TO
HOME SAVINGS of AMERICA
LOAN SERVICE CENTER
P.O. BOX 60015
CITY OF INDUSTRY, CALIFORNIA 91716-0015

ALL NOTICES TO LENDER SHALL BE MAILED
OR DELIVERED TO THE ABOVE ADDRESS.

94684993

MAIL TO

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 1713777-9

This Mortgage, made this 25th day of JULY, 1994, between

JOSE A. RODRIGUEZ, MARRIED TO TERESITA RODRIGUEZ

. DEPT-01 RECORDING $27.50
. T#0003 TRAN 4912 08/03/94 10:23:00
. #5950 # TB *-94-684993
. COOK COUNTY RECORDER

herein called BORROWER, whose address is 1721 WEST FARWELL AVENUE
(number and street)

CHICAGO (city) IL (state) 60626 (zip code)

, and

and HOME SAVINGS of AMERICA, FSB, a corporation herein called LENDER, whose address is 4900 Rivergrade Road, Irwindale, California 91706

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

LOT 18 (EXCEPT THE WEST 27 1/2 FEET) IN BLOCK 44 IN ROGERS PARK IN SECTIONS 30, 31, AND 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1721 WEST FARWELL AVENUE, CHICAGO, IL. 60626

PTN: 11-31-225-008

94684993

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Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air cooling, air conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant). Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

FOR THE PURPOSE OF SECURING:

(1) Payment of the sum of $ 92,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of AUGUST 10, 2002 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provision of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 days after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth. (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

27.50

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[illegible] OF THIS MORTGAGE, BORROWER AGREES:

1. **Construction of Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating [illegible] property or contemplated by the loan secured hereby, to pay when due all costs and liabilities [illegible] any stop notice against any loan proceeds Borrower [illegible] Mortgage. The contrary notwithstanding, to promptly commence work and to complete the proposed [illegible] plans and specifications approved by Lender, to allow Lender to [illegible] satisfactory to Lender, within fifteen (15) days [illegible] certified mail, sent to his last known address, or by [illegible] of Borrower under any building loan agreement relating to [illegible]

2. **Repair and Maintenance of Property.** [illegible] property in good condition and repair, not to substantially alter, remove or [illegible] any building which may be damaged or destroyed [illegible] when due all claims for labor performed and materials for [illegible] property, to comply with all law affecting such [illegible] not to commit or permit waste thereon, not to commit, suffer or [illegible] and do all other acts that from the [illegible] to keep such property in the same condition reasonable wear and tear [illegible] Mortgage.

3. **Fire and Casualty Insurance.** [illegible] and other types of insurance with respect to such [illegible] form and content and by such [illegible] shall be delivered to and remain in possession of Lender as [illegible] shall deliver to Lender with written evidence showing payment [illegible] policy, a policy renewing or extending such expiring [illegible] showing payment of the premium therefor, and, in the event any such [illegible] are not so delivered to Lender, Borrower by executing this Mortgage specifically [illegible] Lender but without obligation so to do, without notice to or demand upon Borrower and without [illegible] through or from any insurance agency or company acceptable [illegible] shall not be chargeable with obtaining or maintaining such insurance or for the collection of any [illegible] of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance [illegible] information contained in or extracted from any insurance policy theretofore delivered to Lender [illegible] the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on [illegible] sale of such property to the benefit of and pass to the purchaser of the property [illegible] the terms of this Mortgage.

4. **Life, Health or Accident Insurance.** If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or [illegible] security hereunder, Lender may elect to pay any premiums thereon as to which Borrower [illegible] hereby.

Taxes and Other Sums Due. [illegible] at least ten (10) days before delinquency, all general and special [illegible] for public improvements, (c) on demand of Lender but in no event later [illegible] charges and liens, with interest, on such property, or any part thereof, which [illegible] all costs, fees and expenses of this Mortgage whether or not described herein, [illegible] the obligation secured hereby in any amount demanded by Lender not to exceed the max[illegible] the time when such request is made, (f) such other charges as the Lender may deem reasonable for [illegible] at the request of Borrower or any successor in interest to Borrower, (g) if such property includes [illegible] required of the Borrower or his successor in interest under the terms of the instrument or [illegible] all payments and monetary obligations required of the owner of such property under any [illegible] pertaining to such property or any modification thereof. Should Borrower fail to make [illegible] validity or amount, may elect to make or advance such payment, together with any costs, [illegible] thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any [illegible] property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the [illegible] may affect the value of such property, the amount or basis of such property, or the availability of any [illegible] Borrower is or may be entitled.

[illegible] from the value of real property for the purposes of taxation any lien thereon, or changing [illegible] mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection [illegible] the postponement of the payment of all or any part of any real or personal property taxes, so [illegible] the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal [illegible] to be specified by not less than 30 days' written notice to be given to Borrower by Lender; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments [illegible] such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed [illegible] agreement shall constitute a modification of this Mortgage.

6. **Impounds.** To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance [illegible] for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage [illegible] such obligations") for the purpose of establishing a fund to insure payment when [illegible] obligation required to be paid on such property. If the amounts paid to Lender under the [illegible] insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or [illegible] upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such [illegible] under this paragraph may be intermingled with other monies of Lender and shall not bear interest, [illegible] obligation whether before or after the due date and payable. In the event of a default [illegible] the indebtedness secured hereby, default of any obligation secured hereby, or default in the [illegible] of this Mortgage, then any balance remaining from monies paid Lender under the [illegible] of Lender, be applied to the payment of principal, interest or other obligations secured hereby [illegible] of the purposes for which the impound account is established. Lender will make such reports of impounds [illegible] required by law.

7. **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property [illegible] settlement or otherwise (a) for injury or damage to such property or (b) in connection with any con[illegible] such property or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action [illegible] whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, [illegible] financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with [illegible] property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or conceal[illegible] are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses [illegible] attorneys' fees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage [illegible] secured by it or any part thereof, as Lender may elect. Lender may at its option appear in and [illegible] action or proceeding to enforce any such cause of action and may make any compromise or settlement [illegible] any further assignments and other instruments as from time to time may be necessary to effectuate [illegible] Lender shall request.

8. **Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.** The amount received by Lender [illegible] Mortgage under any fire or other insurance policy, in connection with any condemnation for public use of or injury to such property [illegible] in connection with the transaction financed by the loan secured hereby, at the option of [illegible] indebtedness secured hereby and in such order as Lender may determine or, without reducing the [illegible] hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be [illegible] may be apportioned and allocated in any manner to any one or more of such uses. No such [illegible] any default or notice of default hereunder or invalidate any act done pursuant to such notice.

9. **Litigation.** [illegible] defend, at least in any action or proceeding purporting to affect such property whether or not it affects [illegible] shall file and prosecute all necessary claims and actions to prevent or recover for [illegible] property, and Lender is hereby authorized without obligation so to do to prosecute or defend any [illegible] Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or [illegible] whether or not judgment be entered in any action or proceeding, and Lender may appear or [illegible] thereon and take such action therein, as either may be deemed necessary or [illegible] pay the same or any other claims and, in so doing, may expend and advance such sums of money [illegible] Borrower appears or defends, Borrower on demand shall pay all costs and expenses of [illegible] action or proceeding in which Lender may appear by virtue of being made a party [illegible] the interest of Lender in such property or their respective rights or powers hereunder [illegible] any action for the condemnation or partition of such property and any suit [illegible] Mortgage.

[illegible] Leasehold Estate. [illegible] Borrower agrees to comply with all of the terms, conditions, [illegible] to amend, change, or modify his [illegible] the written consent of Lender being [illegible]

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(11) **Prepayment Charge.** Should any note or obligation secured hereby require Borrower to pay a fee in connection with the prepayment of any of the indebtedness secured hereby, to pay such fee to the extent permitted by applicable law, notwithstanding the fact that Borrower shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required in this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may: (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and (c) in exercising any such power pay necessary expenses. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and to Be Added to Indebtedness.** To pay immediately upon demand any sums advanced or paid by Lender or Borrower under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and shall such sum and interest thereon be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) **Acceleration Clause: Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntary or involuntary, or leases such property or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of such property, or drills or extracts or enters into a lease for the drilling for or extracting oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property; or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred; or (c) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, transferred or assigned during a 12 month period; or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property; or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes, or agreements, which this Mortgage secures.

(17) **No Waivers by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay such other sums or to perform such other acts.

(18) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(19) **Right to Collect and Receive Rents and Profits.** Notwithstanding any other provisions hereof, Lender hereby grants permission to Borrower to collect and retain the rents, income, issues and profits of such property as they become due and payable, but Lender reserves the right to revoke such permission at any time with or without cause by notice in writing to Borrower, mailed to Borrower at his last known address. In any event, such permission to Borrower automatically shall be revoked upon default by Borrower in payment of any indebtedness secured hereby or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property or any part thereof, make, cancel, enforce or modify leases, obtain and eject tenants, set or modify rents, in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, upon any indebtedness secured hereby and in such order as Lender may determine; and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues or profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(20) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any impounds held by Lender under paragraph (6) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

(21) **Foreclosure of Mortgage.** When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitment for title insurance. Such fees, charges and costs may be estimated as to items to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall become so much additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of the Mortgage or any indebtedness hereby secured, (b) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, (d) any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any surplus to Borrower, his legal representatives or assigns, as their rights may appear.

(22) **Appointment of Receiver.** Upon or at any time after the filing of a complaint to foreclose the Mortgage the court in which such complaint filed may appoint a receiver of the property or may appoint Lender as Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as during any further times when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgagee in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured hereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then be affected by this Mortgage, may be sold in one parcel.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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(24) **Future Advances.** Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus NONE

(25) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential [illegible] purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit [illegible] statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according [illegible] the [illegible] principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees when requested by Lender to promptly deliver in writing such further additional information as required by Lender relating to any of such financial statements.

(26) **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for [illegible] this Mortgage or the note or any other note or obligations secured by this Mortgage [illegible] invalid or unenforceable, such decision shall affect only those [illegible] and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage [illegible] by this Mortgage.

(27) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by [illegible] cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether [illegible] Borrower now or hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefit of any [illegible] regulation or procedure which provides or substantially provide that, where cross demands for money [illegible] between parties at any point in time when neither demand was barred by the applicable statute of limitations, and an [illegible] is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands [illegible] compensated [illegible] each other notwithstanding that an independent action asserting his claim would at the time [illegible] be barred by the applicable statute of limitations.

(28) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in such property.

(30) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(31) **General Provisions.** This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and/or neuter, the singular number includes the plural and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) **Adjustable Rate Mortgage Provisions.** The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. [illegible] monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal [illegible] all the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREINABOVE SET FORTH

Signature of Borrower

JOSE A. RODRIGUEZ

TERESITA RODRIGUEZ*

State of Illinois, Lake County ss

I, [signature], a notary public in and for said county and state, do hereby certify that JOSE A. RODRIGUEZ, MARRIED TO TERESITA RODRIGUEZ

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of July, 19[illegible]

My commission expires

My Comm[illegible]

Notary Public

*SIGNING STRICTLY FOR THE SOLE PURPOSE OF WAIVING MY HOMESTEAD RIGHTS IN THE PROPERTY

LOCATED AT 1721 WEST FARWELL AVENUE, CHICAGO, IL 60626

LOAN NO. [illegible]

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