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		TO A	11.	1420	hrank	IL 6052411.		
	State of illiners County of (195)	a Prepa	ed by	Oak	Attn:	P. Back		
	THIS MORTGAGE SECURES A REVOLVING LEFROM TIME TO TIME. THE MAXIMUM A	INE OF CREDIT UNDER WH	U IGH ADVAND	ES, PAYME	NTS, AND R	Millingis ngton #320 IL 60527/1 P. Back E		
	\$ 5,000.00	MOUNT OF THE LINE OF	CHEDII W	nich mai	BE SECUR	ED AL ANT ONE TIME		
	1. Legal Description. This document is a n	*	od in Ci	0 0 K		County,		
_	State of Illinois (called the "Land"). The Land's	regar concription is:				94741651		
•	SEE BACK PAGE					14651		
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	14W # 6% 4 105 008 4	. (1)	Ç	\checkmark :	CÓÖK (OUNTY RECORDER		
	2. Definitions, in this gocument, the follow	ving definitions apply.	US/	,				
	"Mortgage": This decomands colled the "N "Borrower": 11 Link 1987 in 1.0	Actio (lattice EDD).	" KK , MOO	XXXXXX	*******	K		
	A S	INGLE PERSON	Y N ST	NGLE P	ERSON	will be called "Borrower"		
	Borrower's address is shown below "Lender": TCF BANK It LINOIS feb will be called "Lender". Lender is a federal savings bank which was formed and which exists under the laws of the United States of America. Lender's 74% as for the purpose of receiving notices and making payments is 803 Marquette Avenue.							
	Minneapolis, Minneagta 55402 "Agreement": The Communitoredit Plus Line Agreement eigned by one or more Borrower and dated the same date as this Mortgage will							
	be called the "Agraement". Under the Agreement, a.v. B <i>errower eigning</i> the Agreement has a revolving line of credit called the "Account". The Agreement allows such a Borrower to obtain Loan Adver see from the Account, make payments, and obtain readvances. Under the Agreement,							
	such a Borrower may request Loan Advances from the பாச்ச கிரை time until the final due date, shown in section 3 below. "Property": The property that is described in section 5 is கரின் the "Property".							
	**Property*: The property that is described in section 5 is the action of the Property . 3. Final Due Date. The scheduled date for heal payment of what Sorrower owes under the Agreement is.							
	4. Variable Annual Percentage Rate. The Annual Percentage Ballows the coat of Borrower's credit as a yearly rate. The Annual Percentage Bate Lender uses to figure Finance Charges will go up and down, based on the U.S. prime rate published daily in the Wall Street Journal under "Money Rates" (the "Index"). (If the Wall Street Journal publishes more this one U.S. prime rate, the "Index" will be the highest such rate.) The Index is not the lowest or best rate offered by Lender or other lenders. If Y.A. Artex becomes unavailable, Lender will select, to the extendamentation by applicable laws and regulations, some other interest into index that a comparable to the Index and notify Borrower. If the Annual Percentage Hate goes up or down, the Daily Percentage Hate up of Journal Telephones day and regulations to the index rate in effect the provious business day. ("Business day" does not include Saluidays, Sunday and legal holidays.) On each business day we will recalculate the ANNUAL PERCENTAGE in this toils so that it is							
	percentage points) above the index published the previous business dily. If the index rate changes, however, the ANNUAL PERCENTAGE RATE for this loan will change the next business day. The beginning index rate for this loan is $\frac{1}{2} \frac{1}{2} $							
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Page 1 of 4 17/0 3076 (L (8-94)

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6. Notice of Variable Hate of Interest. This Mortgage secures a line of credit that has a variable rate of interest. This means that the interest rate may increase or decrease from time to time, as explained in section 4.

7. Finance Charge. Borrower will pay a Finance Charge until Borrower has repaid everything owed under the Agreement, Lender liquides the Finance Charge at the end of every monthly billing cycle. The monthly billing cycle runs from and including the first day of a month to and including the last day of that month. To figure the Finance Charge for a monthly billing cycle. Lender adds up the Finance Charges for each day in the billing cycle. To figure the Finance Charge for each day, Lender multiplies the Daily Periodic Rate times the Daily Balance of Borrower's Account on that day (for each day in the monthly billing cycle). Lender figures the Daily Periodic Rate by dividing the Annual Percentage Rate by 365 (or 366, in any leap year). Lender determines the Daily Balance by first taking the beginning balance of Borrower's Account each day, adding any new Loan Advances, subtracting any payments or other credits to the Account and subtracting any unpaid Finance Charges and Other Charges. This gives Lender the Daily Balance for each day. Borrower pays a Finance Charge on Loan Advances beginning with the day they are made.

8. Transfer of Rights in the Property. Borrower mortgages, grants and conveys the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, Borrower is giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to fenders who have taken mortgages on land. Borrower is giving Lender these rights to protect Lender from possible losses that might result if Borrower fails to keep the promises made in this Mortgage and in the Agreement.

 Termination of this Mortgage. If Borrower pays to Lender all of the amounts owed to Lender under this Mortgage and under the Agreement, and keeps all promises made in this Mortgage and in the Agreement, then Lender's rights in the Property will end. Lender will send Borrower a document stating this and Borrower can file it with the County in which the Property is located.

10. Promises of Borrower-- Horrower represents and warrants that:

a. Borrower owns the Property;

b. Borrower has the right to mortgage, grant, and convey the Property to Lunder; and

c. There are no almost or charges authlending against the Property except any mortgages that are currently shown in the office where real estate records are med for the County where the Property is located.

Borrower gives a genure' agreety of title to Lender. This means that Borrower will be fully responsible for any losses which Lender suffers because remeans other than Porrower has some of the rights in the Property that Borrower represents and warrants to have Borrower will defend ownership of the Property against any claims of such rights.

11. Barrawer's Promise to P (). - The Agreement, Barrower promises promptly to pay all amounts due on the Agreement

12 Borrower's Promise to Pay - - Charges and Assessment, Borrower promises to pay all present and future items, taxes, assessments, utility bills, and other charges on the Fronisty, including any amounts on any prior mortgage, as they become due.

13. Borrower's Promise to Buy Higgs Insurance, Recrower promises to obtain a hazard insurance policy naming Lender as mortgagee, and which covers all buildings on the Property. The insurance must be satisfactory to Lender and must cover loss or damage caused by the and hazards normally covered by "extended to re religion hazard insurance policies. Borrower may obtain the insurance from any company that is authorized to do business in this state and that is exceptable to Lender. The insurance must be in the amounts and for the periods of time required by Lender. Borrower will notify Lender proripily if there is any loss or damage to the Property, Lender may file a "Proof of Loss" form with the insurance company. Borrower directs the insurance company to pay all "Proceeds" to Lender. "Proceeds" are any money that the insurance company owes to the Borrower under the palic? Unless Lender agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the amount Borrower usual cander.

If any Proceeds are used to reduce the amount which Borowic' ower Lender under the Agreement, Corrower will still have to make the regular payments under the Agreement until the entire amount Borrower owers in paid in full

If Lander forecloses this Mortgage, anyone who buys the Propert, at the foreclosure sale will have all the rights under the insurance policy.

14 Borrower's Promise to Buy Flood Insurance. If the Land or the Land is located in a designated official flood-ligrardous area, the Borrower promises to buy flood insurance in the maximum in our travallable or the amount secured by this Mortgage, whichever is less. Borrower agrees to direct that any money payable under the flood in dreace will to paid to Cender, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower on the call in full.

15. Borrower's Promise to Maintain the Property, Floridwer promises that Portuguer won't damage or destroy the Property in good repair. If any improvements are made to the Property, Borrower promises that they won't be removed from the Property.

16 Lander's Right to Take Action to Protect the Property. If (1) (forrower does not keep the promises and agreements made in this Mortgage, or (2) someone (Borrower or anyone else) begins a legal proceeding that may sometically affect treater's rights in the Property (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), then Lender, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lander's actions under the order any prior mortgage, appearing in court, paying reasonable attorneys' feets, and examing on the Property to make repairs.

Borrower promises to pay Lender all amounts that Lender pays under the suction. If Lender pays an obligation, Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all these and untertake that Lender pays, plus interest at the rate that is figured as if the money had been given under the Agreement, or if that rate solutes the law, then at the highest rate that the law allows.

17. Lander's Rights. Any failure or datay by Lender in enforcing the rights that this Mortgage or the law give ", y, a not cause Lender to give up those rights. Lender may exercise and enforce any of its rights until the Mortgage ends. Each right that this Africage gives to Lender is separate. Lender may enforce and exercise them one at a time or all at once.

18. Joint Borrowers, Each person that signs this Mortgage is responsible for keeping all of the promises made by 'Borrower'. Lender may choose to enforce its rights against anyone signing the Mortgage as an individual or against all of them. However, it is been signed this Mortgage, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will have signed only to give Lender the rights that person has in the Property under the terms of this Mortgage.

19. Notices. Unless the law requires differently, or unless Borrower talls Londer differently, any notice that must be given to Borrower at the address shown in section 5. Notices that must be sent to Londer will be given by mailing them to Londer's address shown in section 2. Any notice will be "given" when it is mailed, or when it is delivered according to this paragraph.

20 Sailing the Property. Borrower agrees not to sell or transfer all or any part of the Property, or any rights in the Property, without the Londer's written consent. This includes sale by Contract for Deed.

21. No Defaults Under Prior Mortgages. If there is already a mortgage against the Property, the Borrower promises that there will never be a default under that mortgage.

22. No Other Mortgages, Borrower agrees not to mortgage all or any part of the Property or allow anyone else to have a lien on the Property without the Lender's written consent.

23. Londor's Remedies—Foreclosure. If Lender requires Borrower to pay the entire outstanding battance under the Agreement in one payment (called "acceleration") and Borrower fails to make the payment when due, then Lender may foreclose this mortgage as provided below. However, before accelerating, Lender will send Borrower a written notice by certified mail which states:

a. The promise that Borrower failed to keep or the representation or warranty that Borrower breached;

b. The action Borrower must take to correct that failure;

c. The date, at least 30 days away, by which the failure must be corrected;

d. That if Borrower doesn't correct the failure by the date stated in the notice, Lender will accelerate, and if Borrower doesn't pay, Lender or another person may buy the Property at a foreclosure sale;

n. That the Borrower may reinstate the Mortgage after acceleration; and

f. That Borrower may bring the inform to inque that a gran has vive kep and one of any other delenson Borrower has to acceleration.

Lander need not send the notice if the promise Borrower failed to keep consists of Borrower's sale or transfer of all or a part of the Property or any rights in the Property without Londer's written consent. If the Borrower does not correct the failure by the date stated in the notice, Lender may accelerate. If Lender accelerates, Lender may foreclose this Mortgage according to law. Borrower also agrees to pay Londer's attorneys' fees and costs for the foreclosure in the maximum amount allowed by law. Lender will apply the proceeds of the foreclosure sale to the amount Borrower owes under this Mortgage, and to the costs of the foreclosure and Lender's attorneys' fees.

- 24. Obligations After Assignment. Any person who takes over Borrower's right or obligations under this Mortgage with Lender's consent will have Borrower's rights and will be obligated to keep all of the promises Borrower made in this Mortgage. If another person takes over Borrower's rights or obligations under this Mortgage, Borrower will not be released. Any person or organization who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and must keep all of Lender's obligations under this Mortgage.
- 25. Waiver of Homestead. Under the exemption laws, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestead that has been mortgaged to Lender be to reclosed first, before the homestead is foreclosed.
- 26. Condemnation. If all or part of the Property is condemned, Borrower directs the party condemning the Property to pay all of the money to Lender. Lender will apply the money to pay the amount Borrower owes Lender, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the money to reduce the amount Borrower owns under the Agreement, Borrower will still have to make regular monthly payments until everything Borrower owes is paid.
 - 27. Paragraph Headings. The headings of the paragraph are for convenience only, and are not a part of this Mortgage.

This instrument was drafted by: Opens of County Clerk's Office TOF BANK ILLINOIS feb 601 Marquette Aveni, e Minneapolis, Minnesota o5402

Property of Coof County Clerk's Office

UNIT 226-A, AS DELINEATED ON SURVEY OF THE POLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL") PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED OOK C
NATION
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LIATION, AS
KNOWN AS TRUS
JOK COUNTY, ILL.
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THE PROPERTY AND
AND SET FORTH IN SAIL
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J.: 03-24-102-009-1281

AND COVE
PROSPECT HEIGHTS, /L IN WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM FOR QUINCY PARK CONDOMINIUM NO. 3, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 4, 1971, AND KNOWN AS TRUST NO. 24678, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 21840377; TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN ILLINOIS. COOK COUNTY.

PERMANENT INDEX NO.: 03-24-102-009-1281

(Space Below This Line Reserved For Lender and Recorder)

Property of Cook County Clark's Office

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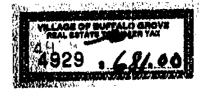
9474165, 94741652

WARRANTY DEED

THE GRANTOR, ELLEN J. CORTI, a widow, of 128 University Drive, Buffelo Grove, IL 60089

for and in consideration of Ten and no/100 (\$10.00) DOLLARS, and other valuable consideration in hand paid, CONVEY and WARRANT to:

PAUL B. KATZ and JANET S. KATZ, HIS WIFE, of 8958 Samoset Trail, Skokle, IL. 60076



COUNTY RECORDER

the following discribed Real Estate situated in the County of Cook, in the State of Illinois, to

LOT 297 N CAMBRIDGE COUNTRYSIDE UNIT SIX, BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 9. TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 7, 1967. AS DOCUMENT NUMBER 2339711.

hereby releasing and waiting all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 03-09-113-032

Address of Real Estate: 128 University Drive, Buffalo Grove, Illinois 60089,

day of 27 4 6 4 5 7

ELLEN S. CORTI

State of Illinois County of Cook ss

94747652 I, the undersigned, a Notary Public in and for the County of cook, State of Illinois, DO HEREBY CERTIFY that ELLEN J. CORTI personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal on this 12 1994. Commission expires _____ 19_ **Notary Public**

This instrument prepared by:

Robert F. DeBolt Attorney at Law

1126 Crane Dr. Sleepy Hollow, IL 60118 Send Subsequent Tax Bills to:

Paul B. Katz 128 University Drive Buffalo Grove, IL 60089

Stoke Blud, suite Northbrook, TL 60062

Dare Juster Lby: 93661560

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Property of Cook County Clark's Office

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PLEASE RETURN

State of Illinois (1001), County of COOK AUGUST 12, 19 94

Prepared by Oakbrook, IL 6052411

THIS MORTGAGE SECURES A REVOLVING LINE OF CHEDIT UNDER WHICH ADVANCES, PAYMENTS, AND READVANCES MAY BE MADIA FROM TIME TO TIME. THE MAXIMUM AMOUNT OF THE LINE OF CREDIT WHICH MAY BE SECURED AT ANY ONE TIME IB

1. Legal Description. This document is a mortgage on roal catate located in State of illinois (called the "Land"). The Land's legal description is:

COOK

County,

94741651

SEE BACK PAGE

94741651

. Definitions, in this document, the following definitions apply. "Mortgage": This document is coned the "Mortgage"

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will be called "Borrower".

Borrower's address is shown below.

"Lender": TCF BANK (LLINOIS feb will be called "Lender". Londer is a federal savings bank which was formed and which exists under the taws of the United States of America. Lender's ards as for the purpose of receiving notices and making payments is 801 Marquette Avenue, Minneapolis, Minnesota 55402.

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"Agreement": The CommandCredit Plus Line Agre men I signed by one or more Borrower and dated the same date as this Mortgage will be called the "Agreement". Under the Agreement, any worker signing the Agreement has a revolving line of credit called the "Account". The Agreement allows such a Borrower to obtain Loan Advanc is florn the Account, make payments, and obtain readvances. Under the Agreement, such a Borrower may request Loan Advances from the Lenuc, a, any time until the final due date, shown in section 3 below.

"Property": The property that is described in section 5 is care: "The "Property".

AUGUST 17, 1999

- 3. Final Due Date. The scheduled date for final payment of what Purrower owes under the Agreement is.
- 4. Variable Annual Percentage Rate. The Annual Percentage Bate is the cost of Borrower's credit as a yearly rate. The Annual Percentage Hate Lender uses to figure Finance Charges will go up and down, based out #U.S. prime rate published daily in the Wall Street Journal under "Money Flates" (the "Index"). (If the Wall Street Journal publishes more than c ie 5.S. prime rate, the "Index" will be the highest such rate.) The Index is not the lowest or best rate offered by Lender or other lenders. If the Ir dex becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some other interest rate index that is comparable to the Index and notify Borrower. If the Annual Percentage Rate goes up or down, the Daily Periodic Rate will also go up or down. To figure the ANNUAL PERCENTAGE RATE, we add percentage points to the index rate in effect the previous business day. Business day does not include Saturdays, Sundays and legal holidays.) On each business day we will recalculate the ANNUAL PERCENTAGE (AT) for this loan so that it is percentage points) above the index published the previous business day. If the index rate changes, however, the ANNUAL PERCENTAGE RATE for this loan will change the next business day. The beginning index rate for this loan is pky % per year. The 9,00 %. beginning ANNUAL PERCENTAGE RATE for this loan is therefore an is therefore — O GE % per year, which is 2 Daily Per 19.,00%. The minimum ANNUAL PERCENTAG[®] PATE is % per year, which is a Dally Periodic Rate of The maximum ANNUAL PERCENTAGE RATE is
 - 5. Description of the Property. Borrower gives ட்டிற்கு பூர்நிற்ற foliowing Property: HETGHTS
 - The Land, which is located at (address)

. The Land has the legal description shown above in section 1.

- All buildings and all other improvements and fixtures (such as plumbing and electrical equipment) that are new or will in the future be located on the Land.
- All "easements, rights, hereditaments, appurtenances, rents, royalties, and profits" that go along with the Land. These are rights in other property that Borrower has as owner of the Land.

NOTICE: See	pages 2 and 3 for more	es that pages 2 and 3 are a part of this Mortgage.	,				
By signing this	Mortgago, Borrower ag	ees to all of its forms.	Narage Robinso	6			
BOHOWER PETAK URUKALO			Borrower NANCY CORTINGON				
Borrower		Во	rrower				
STATE OF ILLIN	NOIS)		~ SI			
COUNTY OF	000K) 33 .	<u>.</u>):	'			

TURAR URUKALO AND MANUT

12711

AUGUST

The foregoing instrument was acknowledged pefore me this

A SINGLE PERSONAL

Kathasin P. Ord Plottiny Public, State of Minois Commission Deplees 10/30/00

ROBUNSON

Notary Public

Page 1 of 4 the second

yan Gara

Property of County Clerk's Office

- 6. Notice of Variable Rate of Interest. This Mortgage secures a line of credit that has a variable rate of interest. This mouns that the interest rate may increase or decrease from time to time, as explained in section 4.
- I Finance Charge. Borrower will pay a Finance Charge until Borrower has repaid everything owed under the Agreement. Lender liquids the Finance Charge at the end of every contrily billing cycle. The monthly billing cycle runs from and including the first day of a month to and including the last day of that month to liquid the Finance Charge for a monthly billing cycle. Lender adds so the Finance Charge for each day in the billing cycle. Lender adds so the Finance Charge for each day in the billing cycle. To liquid the Finance Charge for each day under monthly billing cycle. Cender figures the Daily Periodic Rate birds the Pally Balance of Percentings Rate by 165 for 365 is any leap years. Lender determines the Daily Balance to, the taking the beginning balance of Borrower's Account each day, adding any new Loan Advances, subtracting any payments or other charts to the Account and subtracting any impaid finance Charges and Other Charges. The gives Lender the Daily Balance for each day. Borrower pays a Finance Charge on Loan Advances beginning with the day they are made.
- 8. Transfer of Rights in the Property. Borrower mortgages, grants and conveys the Property to Lender subject to the terms of the Mortgage. This means that by sugging this Mortgage is grang Lender those rights that are stated in this Mortgage and also those rights that the leave grant to londers who have taken mortgages on land. Borrower is giving Lender these rights to protect Lender from possible losses that magnification of Borrower take to keep the processes made in the Mortgage and in the Agriculture.
- Termination of this Mortgage. If Borrower pays to Lender all of the amounts owed to Lender under this Mortgage and under the Agreement, and knops all promises made in this Mortgage and in the Agreement, then Finder's rights in the Property will and Lander will send Borrower a document stating this and Borrower can file it with the County in which the Property is located.
 - 10 Promises of Borrower Borrower represents and warrants that
 - a. Borrower owns the Property.
 - b. Borrower has the right to reoriging, grant, and convey the Property to Lunder, and
- i. There are no lower sor charges outstanding against the Property except any mortgages that are currently shown in the office where real estate records are file? For the County where the Property is located

Borrower gives a general vicinanty of title to Lender. This means that Borrower will be fully responsible for any losses which Lender suffers because someone other than 62-crower has some of the rights in the Property that Borrower represents and warrants to have. Borrower will defend ownership of the Property against any claims of such rights.

- 11 Borrower's Promise to Pay The Agreement. Borrower promises promptly to pay all amounts due on the Agreement
- 12. Barrower's Promise to Pay ~ C) arges and Assessment. Borrower promises to pay all present and future liens, taxes, assessments, utility bills, and other charges on the P oparty, including any amounts on any prior mortgage, as they backmo due.
- 13. Borrower's Promise to Buy Havard Insurance. Borrower promises to obtain a hazard insurance policy naming Lender as mortgages, and which covers all buildings on the Properly. The insurance must be satisfactory to Lender and must cover loss or damage caused by line and hazards normally covered by "extended coverage" hazard insurance policies. Borrower may obtain the insurance from any company that is authorized to do business in this state and that is exceptable to Lender. The insurance must be in the amounts and for the periods of time required by Lender. Borrower will notify Lender pron ptly. I there is any loss or damage to the Property. Lender may file a "Proof of Loss" form with the insurance company. Borrower directs the incorporage company to pay all "Proceeds" to Lender. "Proceeds" are any money that the insurance company owes to the Borrower under the price. Unless Lender agrees in writing that the Proceeds can be used differently, the Proceeds will be applied to pay the amount Borrower ower conder.

If any Proceeds are used to reduce the amount which Borrower miles Lender under the Agreement, Borrower will still have to make the regular payments under the Agreement until the entire amount Borrower were is paid in full

If Londer forecloses this Mortgage, anyone who buys the Property at the foreclosure sale will have all the rights under the insurance policy.

- 14. Borrower's Promise to Buy Flood Insurance. If the Land or may part of the Land is located in a designated official flood-hazardous area, the Borrower promises to buy flood insurance in the maximum and out available or the amount secured by this Mortgage, whichever is less. Borrower agrees to direct that any money payable under the flood insurance will be paid to Lender, but Borrower will still have to make regular payments under the Agreement until the entire amount Borrower owes for part in full.
- 15. Borrower's Promise to Maintain the Property, Barrower promises that Burrower won't damage or destroy the Property. Borrower also promises to keep the Property in good repair. If any improvements are made to the Property, Borrower promises that they won't be removed from the Property.
- 16. Lender's Right to Take Action to Protect the Property. If (1) Borrower does not keep the promises and agreements made in this Mortgage, or (2) someone (Borrower or anyone also) begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, or to condemn the Property), then Lender's right and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this continued in the Property to make repairs.

Borrower promises to pay Lender all amounts that Lender pays under this section. If Lender pays in obligation, Lender will have all of the rights that the person Lender paid would have had against Borrower. This Mortgage covers all these amounts that Lender pays, plus interest at the rate that is figured as if the money had been given under the Agreement, or if that rate violates the law, then at the highest rate that the law allows.

- 17. Lander's Rights. Any failure or delay by Lender in enforcing the rights that this Mortgage or the law give it, wi mot cause Lender to give up those rights. Lender may exercise and enforce any of its rights until the Mortgage ends. Each right that this ide lagge gives to Lender is separate. Lender may enforce and exercise them one at a time or all at once.
- 18. Joint Borrowers. Each person that signs this Mortgage is responsible for keeping all of the promises made by Borrower". Lender may change to enforce its rights against anyone signing the Mortgage as an individual or against all of them. However, if consone signed this Mortgage, but did not sign the Agreement, then that person will not be required to pay any amount under the Agreement, but will have signed only to give Lender the rights that person has in the Property under the terms of this Mortgage.
- 19. Notices. Unless the law requires differently, or unless Borrower tells Londer differently, any notice that must be given to Borrower will be delivered or mailed to Borrower at the address shown in section 5. Notices that must be sent to Lender will be given by mailing them to Lender's address shown in section 2. Any notice will be "given" when it is mailed, or when it is delivered according to this paragraph.
- 20. Selling the Property, Borrower agrees not to sell or transfer all or any part of the Property, or any rights in the Property, without the Lender's written consent. This includes sale by Contract for Deed.
- 21. No Defaults Under Prior Mortgages. It there is already a mortgage against the Property, the Borrower promises that there will never be a default under that mortgage.
- 22. No Other Mortgages. Borrower agrees not to mortgage all or any part of the Property or allow anyone else to have a lien on the Property without the Lender's written consent.
- 23. Lender's Remedies—Foreclasure. If Lender requires Borrower to pay the entire outstanding balance under the Agreement in one payment (called "acceleration") and Borrower fails to make the payment when due, then Lender may foreclose this mortgage as provided below. However, before accelerating, Lender will send Borrower a written notice by certified mail which states:
 - a. The promise that Borrower failed to keep or the representation or warranty that Borrower breached;
 - b. The action Borrower must take to correct that fallure,
 - c. The date, at least 30 days away, by which the failure must be corrected;
- d. That if Borrower doesn't correct the failure by the date stated in the notice, Lender will accelerate, and if Borrower doesn't pay, Lender or another person may buy the Property at a foreclosure sale;
 - a. That the Borrower may reinstate the Mortgage after acceleration; and

f. That Borrower may bring but it court a night the court and the state of the stat

Lender need not send the notice if the promise Borrower failed to keep consists of Borrower's sale or transfer of all or a part of the Property or any rights in the Property without Lender's written consent. If the Borrower does not correct the failure by the date stated in the notice, Lender may accelerate if Lender accelerates, Lender may foreclose this Mortgage according to law. Borrower also agrees to pay Lender's attorneys' fees and costs for the foreclosure in the maximum amount allowed by faw. Lender will apply the proceeds of the foreclosure sale to the amount Borrower owes under this Mortgage, and to the costs of the foreclosure and Lender's attorneys' fees.

- 24. Obligations After Assignment. Any person who takes over Borrower's right or obligations under this Mortgage with Lender's consent will have Borrower's rights and will be obligated to keep all of the promises Borrower made in this Mortgage. If another parson takes over Borrower's rights or obligations under this Mortgage, Borrower will not be released. Any person or organization who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and must keep all of Lender's obligations under this Mortgage.
- 25. Walver of Homestend. Under the exemption laws, Borrower's homestend is unually free from the claims of creditors. Borrower gives up the homestend exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestend that has been mortgaged to Lunder be foreclosed first, before the homestend is foreclosed.
- 26 Condemnation. If all or part of the Property is condemned, Borrower directs the party condemning the Property to pay all of the money to Lander. Lender will apply the money to pay the amount Borrower owes Lender, unless Lender agrees in writing that the proceeds one be used differently if Lender uses the money to reduce the amount Borrower owes under the Agreement, Borrower will utill have to make regular monthly payments until everything Borrower owes in paid.
 - 27. Paragraph Headings. The headings of the paragraph are for convenience only, and are not a part of this Mortgage.

This instrument was drafted by Depth of Cook Colling Clerk's Office TOF BANK ILLINOIS 6-6 801 Murquetto Avor. o Minneapolis, Minneagla 55402

LEGAL DESCRIPTION FFICIAL COPY |

UNIT 226-A, AS DELINEATED ON SURVEY OF THE POLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL") PART OF THE HE.
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NO.: 03-24-102-009-1281

1310 Cove
Trespect Heights, IL SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SITUATED IN WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM FOR QUINCY PARK CONDOMINIUM NO. 3, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTER UNDER TRUST AGREEMENT DATED JANUARY 4, 1971, AND KNOWN AS TRUST NO. 24678, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 21840377; TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 03-24-102-009-1281

(Souce Below This Line Reserved For Londer and Recorder) -----

Proberty of Cook County Clerk's Office