FIRST MIDWEST TITLE SERVICES, INC. 94-97

MARIA C PUNK MARIA C PUNK MIGLARD SEAVINGE BANK FSS 206 SEXTLA AVECUATION SCHOLDBURG, IL 60193 MIGLARD SEAVINGE BANK FSS 206 SEXTLA AVECUATION For contains a sain monthing of shows MIGLARD SEAVINGE BANK FSS 206 SEXTLA AVECUATION MORTAGARD To MORTAGARD In MORTAGARD To M		JIAL COP I
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88 BANKERS SYSTEMS, INC., ST. CLOUD, MN 88301 (1-800-397-2341) FORM OCP-MTG-IL 4/29/81	······	

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- 1. Payments, I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you an the secured debt (exclusive of interest or principal), second, to interest and then to principal If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and annumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expanse and for your benefit. You will be named as lose payes or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the demaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses, I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appallate court, I will pay these emounts to you as provided in Covenant 10 of this mortgage.
- 8. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents end profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and reanage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fine, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestead. This by waive all right of homestead exemption in the property.
- 5. Lesseholds: Condominiums: 'is need Unit Developments. I agree to comply with the provisions of any lesse if this martgage is on a lessehold. If this martgage is on a unit is a londominium or a planned unit development, I will perform all of my dution under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Montgages to Perform for Montgagor. If I fall to perform any of my duties under this montgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance, if any construction on the property is discontinued or not carried on in a reason of a manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you floor processing any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security into set will be secured by this mortgage. Such amounts will be due on demand and will beer interest from the date of the payment until paid in full at tile interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehend. The notice must state the remonable cause for your inspection.
- 12. Condemnation, I easign to you the proceeds of any swald or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Walver. By exercising any remedy evolable to you, you do no give up your rights to leter use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the want's default if it heppens again,
- 14. Joint and Several Liability: Co-signers; Successors and Assigns Sound All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage by interest in the property under the terms of this mortgage. I size size that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this inorgage.

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

15. Notice. Unless otherwise required by lew, any notice to me shall be given by delivering at or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by sertified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is soid or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural parson and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I a use to pay all costs to record this mortgage.

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