HENRY SAKOWSKI	The instrument was prepared by
DENKI SAKUNSKI	(Neme) <u>Midland Savings Bank FSB</u> (Address) <u>206 Sixth Ave. Des Moines.</u> I
GRAZINA SAK	Midland Savings Bank FSB
6158 W MELROSE	206 Sixth Avenue Des Moines, IA 50309-3951 (147)(117)
CHICAGO, IL 60634	9478117
MORTGAGOR "I" includes each mortgager above.	MORTGAGEE "You" meens the mortgages, its successors and assigns.
IAL BETATE MORTQAGE: For value received, I,_HE	NRY SAKOWEKI and GRAZYNA SAK (HUSBAND AND WIFE)
	I to secure the payment of the secured debt described below, on
d future imprevements and fixtures tall called the "pi topianty Apparase:6158_W_METROSE	eperty").
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- 1. Payments. I agree to make all payments on the secured debt when alle. Unless we agree otherwise, any payments you receive from me or fer my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If perial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is peld in full.
- 2. Claims against Title. I will pay all taxes, assessments, liene and encumbrances 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 expense and for your benefit. You will be named as loss payed or so 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. Preparty. I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. I agree to pay all your expenses, including resensable atternays' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Atternays' fees include those awarded by an appellate sourt. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or break any covenents 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 either remedy evaligate to you. You may foreclose this mortgage in the manner provided by isw.
- 7. Assignment of Ranta and Profits. I seeign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may sollect 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 memoras the property and collect the rents. Any rents you collect shell be applied first to the dests of memoring the property, including court cests and attentions fees tommissions to rents agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Hemostead, I hereby waive all right of homestead exemption in the property.
- 3. Lesscheide: Cendeminium: Planned Unit Developmente. I agree to comply with the provisions of any lesse if this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mercages to Perfem frz Mercages, if I fell to perform any of my duties under this mercage, you may perform the duties or cause them to be performed. You may also my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not certied on in a reason of amount, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your felture to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in rull at an 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 exert the ressonable cause for your inspection.
- 12. Condemnation. I sesign to you the proceeds of any sward or bleim 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. Whiver. By exercising any remedy evallable to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event of default if it happens again.
- 14. Joint and Several Liability: Co-eigners: Successors and Assigns Bount. All duties under this mortgage are joint and several. If i co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage, my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this in of interest.

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

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

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

- 18. Transfer of the Property or a Beneficial Interest in the Mertgager, if all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mertgager is not a natural parson and a beneficial interest in the mertgager is sold or transferred. Move are, you may not demand payment in the above attuations if it is prohibited by federal law as of the date of this mertgage.
- 17. Release. When I have paid the ascured debt, you will discharge this mertgage without charge to me. Pagree to pay all costs to record this mertgage.

ORIGINAL DOCUMENT Midland Savings Bank

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