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STATEMENT BY GRANTOR AND GRANTEE

The granter or his agent affirms that, to the best of his knowledge, the name of the granter shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity racognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dared LINE 7 , 1994 Signature:	Janns Austr
Subscribed and sworm to before me by the said Jan's Dutton this 7th day of Abrance. 1994. Notary Public Johnne Rulado	Grantor or Agent grammmminimmminimmminimm "OFFICIAL SEAL" Journe Royado Notary Public, State of History My Commission Expires 7(17196) accommission expires 7(17196)

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Subscribed and sworn to before

me by the said fann Authon
this 7th day of November.

Notary Public Janne Rosado

94008535

Subscribed and sworn to before

me by the said fann Authon
this 7th day of November.

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subrequent offenses.

[Attach to deed or ABI to be recorded in Cook County, lllinois, if exert under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

- rance By Lender from Walver, Backs duot the time for payment or modification of amortization of the sums secured by 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 or by mailing such notice by certified mail addressed to Boycower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided holdin, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Burrower as provided herein. Any notice provided for in this Mortgage shall be deeined to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing 26, Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, 'costs", "expenses" and "atterneys' fees" include all sums to the extent not prohibited by applicable law or limited
- 14. 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.
- 15. Rehabilitation Loan Agreement. Persower shall fulfill ail of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agree ment which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the 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 if a beneficial interest in bossewer 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 to ice of acceleration. The 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 of deriand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and wree as follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay it in due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (i) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borzower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by indicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Londer's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further (lev and and may foreclose this Mortgage by Judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all 💪 breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in Ex enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' CO fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. 🗓 Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to nave a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and masonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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(Souce Below This Line Reserved for Lender and Recorder) My Commission expires: 7-2.77 **MOVEMBER** Jo (Eb TZFII Given under my hand and official seal, this free voluntary act, for the uses and purposes therein set forth. appeared before me this day in person, and acknowledged that of hey sa instrument delivered the said instrument as betzonally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument. Willis E. Harper and Minnid Harper, his wife the undersigned a Notary Public in and for said county and state, do hereby certify that STATE OF ILLINOIS, Count NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/25/98 (YINO LENIGINO NGIS) BONALD K. KOFFSKI Borrower. (Seal) Borrower (1s92) (Seal) -Bottower (Seal) IN WITHESS WHEREOF. Borrower has executed this Mortgage. default under the superior encumbrance and of any sale or other forcelosure action. priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR MOTICE OF DEFAULT

charge to Borrower. Borrower shall pay all costs of recordation, if any.

account only for those rents actually received.

ount only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without, and secured by this Mortgage, Lender shall release this Mortgage without, but to Borrower. Borrower shall pay all costs of recordation, if any.

21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

22. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

23. Walver of Homestead.