

UNOFFICIAL COPY

(C) Borrower's Promises. You promise to:

- (1) Pay all payments when due under your Agreement, including interest, and to perform all duties of the loan agreement under the Mortgage;
- (2) Deliver to us, in full, and keep in full, all insurance and maintenance obligations that you have. If you do not pay the first or second annual premium, we can pay them if we choose, and charge you to have paid to the amount you owe, including a loan agreement with interest to be paid as provided in that Agreement;
- (3) Not to rent, lease, sublease, or otherwise permit assignment, assignment of title, or subletting or other assignment, arrangement, or arrangement to operate the Property, without our prior written consent, and then only if you have advised us in writing as specifically provided that it has been approved by us in writing under the Mortgage;
- (4) Keep the Property in good repair and not liable for any substantial damage to the Property;
- (5) Keep the Property insured against fire or damage caused by fire, or other risks, with an insurance contract as appropriate. The insurance policy must be payable to us and name us as first mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance or pay the premium, we may do so and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property;
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone;

(D) **Environmental Condition.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

- (E) **Default.** If you do not keep the promise you made in this Mortgage, or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights to remedies stated in your Agreement including, but not limited to, those stated in the Default Remedies on Default and on Perfecting the Credit Limit paragraph or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedure allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees, and then to the amount you owe us under your Agreement.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) **eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt as a condition with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead Right.** You hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Illinois.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and the Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. This Agreement may secure "revolving credit" as defined in 815 ILCS 208/4.1. The revolving credit line shall be governed by and construed in accordance with the Illinois Commercial Services Development Act, 175 ILCS 675/1, et. seq. Upon or at any time after the filing of a complaint to foreclose this mortgage, we shall be entitled to enter upon, take possession of, and manage the Property and collect rents in person, by agent or by judicially appointed receiver without notice and before or after any judicial sale. You agree to pay all of our fees including attorney's fees, receiver's fees and court costs upon the filing of a foreclosure complaint.

95467213

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

By Signing Below, You Agree to All the Terms of This Mortgage.

Witness
S *Carol Josefowicz*
Print Name *Carol Josefowicz*

Virginia L Swanson
Notary Public **VIRGINIA L SWANSON**

X
Print Name

STATE OF ILLINOIS
COUNTY OF *Cook*

I, *the undersigned*, a notary public in and for the above county and state, certify that
VIRGINIA L. SWANSON, DIVORCED AND NOT SINCE REMARRIED, personally known to me to
be the same person whose name is or are subscribed to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set
forth.

Subscribed and sworn to before me this **11TH**
day of **JULY** 19 **95**
Judith D. Culcasi
Notary Public *Cook* County Illinois
My Commission Expires *8/3/98*

Drafted by
JUDITH D CULCASI
600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196

When recorded, return to
HE - HOME EQUITY CENTER
600 NORTH MEACHAM ROAD
SCHAUMBURG, IL 60196



5131174432 31A 21K

95467223

UNOFFICIAL COPY

VIRGINIA I SWANSON

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

1178

DATE

Property of Cook County Clerk's Office

HOME - HOME EMERGENCY CENTER
800 NORTH LEXINGTON ROAD
CHICAGO, IL 60614

800 NORTH LEXINGTON ROAD
CHICAGO, IL 60614

PROPERTY OF CLERK