THIS INSTRUMENT PREPARED BY 231 - M. BOSLER

WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA LOAN SERVICE CENTER P.O. BOX 80015

CITY OF INDUSTRY, CALIFORNIA 91718-0015

ALL NOTICES TO LENDER SHALL BE MAILED OR DELIVERED TO THE ABOVE ADDRESS.

LOAN NO. 1795105-4

95485741

95485741

DEPT-01 RECORDING

\$33.50

T\$0001 TRAN 9015 07/26/95 11:55:00

#0002 # CG *-95-485741

COOK COUNTY RECORDER

Mortgage and Assignment of Rents ADJUSTABLE INTEREST RATE LOAN

This Mortgage, made this

24 th

day of

JULY, 1995

, between

TERRENCE R. FLORCZAK AND ELAINE FLORCZAK, HUSBAND AND WIFE AND LAWRENCE C. LESHINSKE AND LINDA S. LESHINSKE, HUSBAND AND WIFE COURT

herein called SORROWER, whose address is

MOUNT PROSPECT

IL,

(number and street)

60056

(city)

(state)

(zip code)

,and

and HOME SAVINGS of AMERICA, FSB, a corporation herein called LENGER, whose address is 4900 Rivergrade Road, (rwindale, California, 91706-1404.

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows: 395 IN RUDOLPH'S SUBDIVISION OF BLOCKS 6 AND 7 IN THE W. P. OGDEN'S SUBDIVISION OF

THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 4118 NORTH BELL AVENUE, CHICAGO, IL. 60618

PTN: 14-18-317-040

Together with all interest which Sorrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant). Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lander to confirm the lien of this Mortgage on any such properties. The properties conveyed to Lander hereunder are hereinafter referred to as "such property"

The Burtower absolutely and irravocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

FOR THE PURPOSE OF SECURING:

105,000.00

(1) Payment of the sum of \$
note of even date herewith and having a final maturity date of

AUGUST 10, 2035 made by Borrower,

1 of 7

TICOR TITLE INSURANCE

5485741

shall be in default, and any amount so paid may be secured hureby

holder of any policy of such maurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower (4) Life, Health or Accident Insurance. If Borrower shall maintain life, eccident or health insurance and Lender shall be the owner or conveyed at any safe held hereunder pursuant to the foreclosure of this Mortgage.

any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property pursuant horoto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender an unearned premiums on agency or company, or any other person, any information contained in or extracted from any insurance policy therefolds delivered to Lender insurance months of for any insolvency of any insurer of insurance underwriter. Lender, from time to time, havy turnish to any insurance to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any сејеванид допомециош вий оррдацион ресеоу шай органи апср прапситосе (рколдр от цош вий шалтвист к де лсй от сошраму ассерјарје requests Leader to obtain such insurance. Lender, but without obligation so to do, without notice to ordinal, ad upon Borrower and without arantance bojick and evidence of payment of the eremum are not so delivered to Lender. Borrower by Expecting this Mortgage specifically marchich sprig po depinant to Lender with written exidence showing prymert of the premier detelor, and, in the event any such of all primings therefor Activity and days prior to the expiration of any insurance policy, a colcy probably or extending such expiring judpac accurdy for the fullblut pacternance of these coverants. Borrower shall also lurinshing et de the fullblut pacternity for the fullblut companies, as may be sabelectory to Lender, with loss payable to Lender, and ishin Arel Lo, and remain in possession of, Lender As proporty as may be required by Lendor 1 ach policy of such manners shall be in an amount of a form and in form and in the confecting by such (2) Five and Gasualty insurance. To provide and maintain or force at all times for and other types of insurance with respect to such

excepted) as it; the date of this Murtgage. character or use of such property may be reasonably necessary to keep such property in the same condition (rensonnably weitr ind tour permit any actupon such property in violation of law, to cultivate, irrigate, fe*rm, e,* umigate and prune; and to do all other acts that from the nished in connection with such property and not to permit any mechanics", on against such property, to comply with all law affecting such property, to comply with all law affecting such property, to comply with all law affecting such property. including, but not imited to, damage from temples and earth environt, to pay when due all claims for labor performed and materials furdemotish any buildings thereon, to restore promptly and in good y orkriantike manner any buildings which may buildings thereon, to restore promptly and in good y orkriantike manner any buildings which may buildings which may be demograble or destroyed. (2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or

inspect such property at all times during construction; it's reptace any work or materials unastisfactory to Lender, within lifteen (15) days after written notice trom Lender of such fact, which notice trom be given by certified mail, sent to his fast known address, or by personal service of the same, and (e) to perform all otice of Borrower under any building to a greenient relating to improvements promptly, (b) to complete same in accordance with plans and specifications as approved by Lender, (c) to allow Lender to also agrees, anything in this Mortgage to the confidence intery notwithstanding (a) to promptly commence work and to complete the proposed incurred therefor, and not to permit any mechanic) lied against such property, not any stop notice against any loan proceeds. Borrower thereto which may be begun on such properly or contemplated by the loan secured hereby, to pay when due all costs and habitities TO PROTECT THE SECURITY OF THIS LORICAGE, BORROWER AGREES:

(1) Construction of Improvements. 24 omplete in good and workmanlike manner any building of improvement of repair relating

(9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured interest of Borrower. (B) Performancy of all agreements of Borrower to pay tees and charges to the Lender whether or not herein set forth, by absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execu-tion of this Mortgage or arr ing the realier, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in or obligation of Borrower, or of any successor in interest of Borrower to such property) due to Lender, whether crefited directly or acquired days after such writter request is made. (7) At Lender's option, payment, with interest thereon, of any other present, or future indebtedness coveriant to pay main repeace of other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining to such property of my declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any other matruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each of the coveners and agraements required to be kept and perfermed by Borrower pursuant to the terms of any lease and any antiagreement or other agreement between florrower and Lender reliable to such property, (5). The performance and keeping by Borrower of the purpose of constructing improvements on such proporty, of each provision or agreement of Borrower contained in any building loan any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan ancured hereby or any pint thurdol is for renewals thereof (3) Performance of each agreement of Botrower contained herein or incorporated herein by reference or contained in advanced by Lender, or may otherwise be due to Lender, under any provision of this Modigage and all modifications, extensions or payable to Lender at order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incutted, paid out, or

(5) Taxes and Other Sums Due. To pay, satisfy and discharge (a) at least ten (10) days before delinquency, all general and special Taxes affecting such property; (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amounts become due: (1) all encumbrances, charges and tiens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior hereto. (2) all costs, fees and expenses of this Mortgage whether or not described herein; (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made, (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower cr any successor in interest to Borrower, (5) if such property includes a leasehold estate, all hay ments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold; and (6) all payments and monetary obligations required the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without contesting the validity or amount, may elect to make or advance such payment, together with any costs, any such payment, Lender with out contesting the validity or amount, may elect to make or advance such payment, together with any costs, any such payment, Lender with out contesting the validity or amount, may elect to make or advance such payment, together with any costs, any such payment, and therefor a property. Borrower agrees to notify Lender immediately upon receipt by Borrower or notice of any increase in the assessed value of Luch property. Borrower agrees to notify Lender and appropriate taxing authorities immediately up

In the event of the passage of any law Jeducting from the value of real property for the purposes of taxation any lient thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days' written notice to be given to Borrower by Lender; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, the spay such tax and agrees to pay any such tax when hereafter levied or assessed

against such property, and such agreement shall constrains a modification of this Mortgage.

(6) Impounds. To pay to Lender, if Lender shall so request in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be interestingled with other monies of Lender and shall not bear interest, except as required by law. Lender under this paragraph may be interested hereby, of after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, differ they become due and payable. In the event of a default in the payment of any of the covenants and obligations of this Mortgage, then any obligation secured hereby, or default in the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is astablished. Lender will make such reports of impounds as are required by law.

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise: (a) for injury or damage to such property; or (b) in connection with any condemnation for public use or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action of or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower 5, Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in fortior contract and causes of action for fraud or conceatment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, all arteducting thereform all its expenses, including reasonable attorneys' tees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may effect. Lender may proceed in its own name any action or proceeding to enforce any such cause of action and may make any commonies or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be recussary to effectuate

the foregoing provisions and as Lender shall request.

(8) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use of or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such properly to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) Litigation. Borrower shall defend this trust in any action or proceeding purporting to affect such property whether or not it affects the lien hereof, purporting to affect the lien hereof and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property; and Lender is hereby authorized, without obligation so to do, to prosecute or defend any such action, whether brought by or against Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as either may be deemed necessary or advisable, and may settle, compromise or pay the same or any other claims and, in so doing, may expend and advance such sums of money as either may deem necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses of Lender including costs of evidence of title. In any such action or proceeding in which Lender may appear by virtue of being made a party defendant or otherwise, and irrespective of whether the interest of Lender in such property or their respective rights or powers hereunded may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any sult brought by Lender to foreclose this Mortgage.

application thereot as aforeasid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to possession of such property, the collection of such rents, income, usues at profits, the doing of other acts herein authorized, and the enther to contain any range, and enther house he to the house of the foregoing unital and enthange of the foregoing unital and taking or such that as Lender may determine, and except for such application, bander shall not be liable to any person for the collection or nonbest due und annual, and apply the same, less costs and expenses of operation and collection, upon any indebted secured hereby and asout Building to the same and to all the same and to all the same and pur under auto apportunitation assessor of the following the property of any partition and parties and partition and the contraction of under the partition of become to but on the event to be abbourded by the court and authorit regarded to the adequacy of any carmily for the indebtedness ni satha sauton tuoritiw y oit yne fa ym febrad, ffasfeb moz yns n.C. Jabhanait hiameanps yn, fo saisminioheg eith ma ysteres ben, ear saupaid and event, and the permission to Borrower automatically be revoked appropriately borrower in page 1997 for any indebted as a calculated resemble and independent and calculated resembles as a calculated resemble and independent and calculated resembles as a calculated resemble and independent and calculated resembles and calculated resem கும் மித்த உட்சு வரு barmasani ராமி நாக அரம் விக்கும் வரும் மொக்க நியமும் நேகும் கழக்கியதுக்கு அரும் அரு நடித்த Sold with the ment of the many means and profits of such property as they become due and system but condenses (1.3). Bight to Collect and Receive Rents and Profits. Netwithstanding any other provisions hereoft and Receive Bents and Profits. Netwithstanding any other provisions hereoft and Receive Bents and Profits.

τη εν <mark>ψόσητος που ματίμα.</mark> Την διοτίσηση ευσίου δε επράφει σε ποσίπει σε σίπει δε μογίθει τη την διοτίμε φοιτημός στ δυ το ραγνώ εν σίπες ευπός οι το ρετίσται στο σίπει το εν

os amplej toj jimėjaip ir aivijaipoj ot 10. Kariauai, painibia star auto jir ja a armacijad (durcid ambia ti) ar paticar, os care, oste jir ji and party and second to the independence second here by Lender does not waive its Tail to require prompt payment when the probably to minimate on belief of belief to the most betrained was oblighed to belief to the president of belief and adding 19 May was a property to a soling extends the property that the first hold entranged by the form of the following Wayners and entranged by the form of the following washing the following the followi

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ine long and several obligation of each such seven (13). **Obligation of Borrower Joint and Severa**. If more than one person is named as Borrower, each obligation of Borrower shall be Agalay pambas suogebijgo to ssaupajyapur suomatuog bugnigsuob sulati, ayvien leg βυσίμε patebaje με μοθη μαμάθε leg

(14) Application of Funds. Lender shall be right at its sole discretion to direct ine manner in which payments or proceeds shall

shall such sum and interest thereon he elected by this Mortgage. Merest from the date it was advanced in paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and para by Lender or Borrower under 2.5 y chuse or provision of this Mortgage. Any such sum until so repaid, shall be secured herein and bear

or is Sums Advanced to Bear Ingrest and To Be Added to Indebtedness. To pay immediately upon demanduny sums advanced or

andwind placeto, and entries second any such power pay necessary expenses. Borrower agrees to repay any amount so expended on burposes, the pay, purches or compromise any encumbrance, charge or hen, which in its judgment is or appears to be prior or and to such extent as the avidem necessary to profect the security hereof, Lender being authorized to enter upon such property for such Borrower from any ofligs from hereof, and without contesting the validity or amount of the same, may: (a) pay or do the same in such manner. under this Morgage Lender, but without obligation so to do and without notice to or demand upon Borrower and without releasing Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default

[13] Failure of Borrower to Comply with Mortgage. Should Borrower fail to make any payment, or fail to do any act required in this defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immedialely due and payable. of the indebbishess secured hereby, to pay such lee to the extent permitted by applicable law, notwithstanding the fact that Borrower shall have (1) Prepayment Charge. Should any note or obligation secured hereby require Borrower to pay a fee in connection with the prepayment of any

leasehold interest, or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being and provisions of the instrument or instruments creating such leasehold. Borrower also agrees not to amend, change, or modify his (10) Loan on Leasehold Estate. If such properly includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions.

(20) Remedies. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Borrower or to Lender or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, confider any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebterings, owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowers dat its option, without any obligation so to do, and without allecting the obligations hereof, to apply toward the payment of any indebtedness recured hereby, any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any impounds held by Lender under paragraph (6) hereof.

In order to assure the deligitings and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from pay-

ing installments on the obligations secured hereby as they become due.

(21) Foreclosure of Mortgage. Wile the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of salvall expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication cost and costs of procuring all abstracts of title or commitments for title insurance. Such fees, charges and costs may be estimated as to items to be expended after entry of the decree as Lender may deem reasonably necessary either to prosecute such suit or to evidence to hidders at any safe which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall become so ruch additional indebtedness secured hereby and shall be immediately due and payable with interest thereon at the rate specified in the Note Such expenditures and expenses shall include expenditures made in connection with (a) any proceeding to which Lender shall be a plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; (c) preparations for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, it any efforts for collection of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; second, all other items which under the terms hereof constitute in ue) tedness secured by this Mortgage; third, any surplus to Borrower, his legal representatives or assigns, as their rights may appear.

(22) Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint filed may appoint a receiver of the property or may appoint Lender as mortgaged in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolven, y at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and inhout regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgage in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well a during any further times when Borrower, his successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control management and operation of the property during the whole said period. The court from time to time may authorize the receiver or Mortgage in possession to apply the net income held by either of them in payment in whole or in part of the indebtedness and other sums secured fereby, or in payment of any tax, special assessment or other lien which may be or become superior to the lien hereof or superior to a dicrer foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much the case of a great and case of a judicial sale, the property, or so much the case of a great and case of a judicial sale, the property, or so much the case of a great and case of a judicial sale, the property, or so much the case of a great and case of a judicial sale, the property, or so much the case of a fine case of a judicial sale, the property, or so much the case of a fine case of a judicial sale, the property.

by this Mortgage, may be sold in one parcel.

(23) Walver of Statute of Limitations. Time is of the essence as to all of Borrower's obligations hereunder; and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation accorded hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

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(24) Future Advances. Upon request of Borrower, Londor at Lendor's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be becured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus.

(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be inform and content prepared according to the generally accepted for counting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to the content of such financial statements.

(26) Governing Law: Severability. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by the laws of the United States and the regulations promulgated thereunder, including the federal laws, rules and regulations for lederal savings banks. If any paragraph cause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of composent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determines, and shall not affect the remaining paragraphs. Clauses and provisions of this Mortgage

or the note or other notes secured by this Murtgarm

(27) Offsets. No indebtedness secured by this. Moltgage shall be offset or compensated or shall be deumed to have been olfset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower illow or hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby. Bor ower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or proced ure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when nuther demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwith; (ar ding that an independent action asserting his claim would at the time of filling his answer be barred by the applicable statute of limitations.

(28) Misrepresentation or Nondisclosure. Borrower has made certain, written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mongrye secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Montginge, irrespective of the matures, date specified in the note or notes, immediately due and

payable.

(29) Waiver of Homestead. Borrower hereby waives all right of homestead examplion in such property

(30) Notice to Borrower. Any notice to the Borrower provided for in the note or the Mortgage shall be demand given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lendor's

records pertaining to the loan evidenced by the note at the time notice is given.

(31) General Provisions. (a) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatoes, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledged) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requirer, the masculine gender includes the leminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph leadings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) Adjustable Rate Mortgage Provisions. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payments due under said Note may not be sufficient to pay all interest due in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal

indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF OFFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREINABOVE SET FORTH.

Signature of Borrower

Xa ... o o

LAWRENCE C. LESHINSKE

LAINE FLORCZAK

LINDÀ S. LESHINSKE

NOTARY ACKNOWLEDGEMENT FORM APPEARS ON THE REVERSE SIDE.

State of Illinois County ss. a notary public in and for said county and state, do hereby certify that Florozal, Kaurence C. nally known to my to be the same person(s) whose name(s) su subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the same instrument as their fire and voluntary act, for the uses and purposes therein set forth Spall of County Clark's Office day of Given under my hand and on cial seal, this My commission expires: OFFICIAL SEAL" CAROL A WENNER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 17/19/98