THIS INSTRUMENT PREPARED B - J. BACZKA WHEN RECORDED MAIL TO: HOME SAVINGS OF AMERICA LOAN SERVICE CENTER P.O. BOX 60015 CITY OF INDUSTRY, CALIFORNIA 91716-0015

95580560

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

LOAN NO. 1801929-9 DEPT-01 RECORDING

T#0012 TRAN 6186 08/31/95 11:11:00

10443 1 CG #-- 95-580560

COOK COUNTY RECORDER

Mortgage and Assignment of Rents INTEREST RATE LOAN

This Mortgage, made this

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day of

900 300 AUGUST, 1995

, between

MARY ANN O'CONNOR AND MICHAEL J. O'CONNOR, WIFE AND HUSBAND

herein called BORROWER, whose address is 1605 TAPT AVENUE

(number and street)

BERKELEY

(city)

IL (state)

60163

(zip code)

.and

and HOME SAVINGS or AMERICA, FSB, a corporation herein called LEMDIR whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404.

WITNESSETH: Borrower hereby grants, conveys, mortgages and warrants to Lender the real property legally described as follows:

THE SOUTH 50 FEET OF THE NORTH 100 FEET OF LOT 1 IN BLOCK 2 IN ROBERTSON AND YOUNG'S "STRATFORD", A SUBDIVISION OF PART OF THE SOUTHEAST SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

COMMONLY KNOWN AS 1606 TAFT AVENUE: BERKELEY, IL. 60163

PIN: 15-07-501-017

Together with all interest which Borrower 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, evens, 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 Lender to confirm the lien of this Mortgage on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

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

FOR THE PURPOSE OF SECURING:

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

67,500.00

with interest thereon, according to the terms of a promissory SEPTEMBER 10, 2025 made by Borrower,

1 of 7

OX 333-C1

shall be in default and any amount so paid may be secured hereby.

holder of any policy of such insurance 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, accident or health insurance and Lender shall be the owner or

conveyed at any sale 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 puranent hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on agency or company, or any other person, any information contained in or extracted from any insurance policy there follow delivered to Lender Insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, mry 'which 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 releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance for noy or company acceptable requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or decise dupon Borrower and without insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by evec Ling this Mortgage specifically insurance shall be delivered to Lender with written evidence showing payment of the premium (herefor, and, in the event any such of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy, are newing or extending such expiration further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment property as may be required by Lender. Each policy of such insurance shall be in an amount, or a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered by and remain in possession of, Lender as companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered by and remain in possession of, Lender as (3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and Casualty Insurance with respect to such

excepted) as at the date of this Mortgage. custracter or use of such property may be reasonably necessary to keep and type if in the same condition (reasonable wear and tear permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, furnigate and prune; and to do all other acts that from the property or requiring any afterations or improvements to be made thereon; hold commit or permit waste thereon, not to commit, suffer or (2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demoises any buildings thereon; to restore promptly and in good workmartike manner any buildings which may be damaged or destroyed demoises any buildings thereon; to restore promptly and in good workmartike manner any buildings thereon; to damage don destroyed including, but not limited to, damage from termites and earth movement; to pay when due all claims for tabor performed and materials furnished in connection with such property and not to permit any mechanics? I en against such property, to comply with all law affecting such

personal service of the same; and (e) to perform all other roligations of Botrower under any building loan agreement relating to after written notice from Lender of such fact, which notice may be given to Borrower by certified mail, sent to his last known address, or by inspect such property at all times during construction; (d) to "solace any work or materials unsatisfactory to Lender, within filteen (15) days thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all coets and lisbilities incurred therefor, and not to permit any mechanics lien against such property, nor any stop college against any proceeds. Borrower also agrees anything in this Mortgage to the contrary notwithstanding: (a) to promptly commence work and to complete same in accourance with plans and specifications as approved by Lender; (c) to allow Lender to improvements promptly; (b) to complete same in accourance with plans and specifications as approved by Lender; (c) to allow Lender to TO PROTECT THE SECURITY OF THIS "CORTGAGE, BORROWER AGREES:

(1) Construction of Improvements. To complete in good and workmanilke manner any building or improvement or repair relating.

interest of Borrower. (8) Performances of all agreements of Borrower to pay less and charges to the Lender whether or not herein set forth.
(9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured. tion of this Mortgage or artiting thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in or obligation of Borrows to a any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execudays after such writter, request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebledness coverignt to pay me in trance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within 90 to such property or any declaration of condominium ownership and upon written request of Lender, the enforcement by Borrower of any each and every monetary provision to be performed by Borrower under any declaration of covenants, conditions and restrictions pertaining other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with lis bas yns are serif and agreements required to be kept and performed by Borrower pursuant to the terms of any lesse and any and all agifeement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any building loan any papers executed by Borrower retaiting to the loan secured hereby. (4) Performance, if the toan secured hereby or any part thereof is for in being the second second agreement of Borrower 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 Mortgage and all modifications, extensions or payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such sums as may be incurred, 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 liens, 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 or any successor in interest to Borrower, (5) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such heasehold; and (6) all payments and monetary obligations required of the ewner 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, expenses, fees or charges or charges or have such property. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which costs or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower is c. not be entitled.

In the event of the passage of any avideducting from the value of real property for the purposes of taxation any fient hereon, or changing in any way the laws for the taxation of ruortgages 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 tax tagge 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 to, not less than 30 days' written notice to be given to Borrower by Lender, provided, however, that such election shall be ineffective if florrower 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 to be spay such tax and agrees to pay any such tax when hereafter levied or assessed

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

(6) Impounds. To pay to Lender if Lender shall so required, 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 interminated with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or therethey become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, de a lit of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then are balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of orincipal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. 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 of 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 stall the 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 by Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who affer Jeducting therefrom all its expenses, including reasonable attorneys fees, may apply such proceeds to the sums secured by this Mortgage arto any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may art to option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any or monies or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be not considered.

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 property 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 hereunder may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

such notice.

application thereot as atoresaid, 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, issues or profits, the doing of other acts herein authorized, and the collection of any rents, income, issues or profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking in such order as Lender may determine; and except for such application, Lender shall not be liable to any person for the collection or nonpost due and unpeid; and apply the same, less costs and expenses of operation and collection, upon any indebtedness secured hereby and eject lenanta, set or modify rents; in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those hereby secured, enter upon and take possession of such property, or any part thereof; make, cancel, enforce or modify leases; obtain and persor, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness secured nereby or in the performance of any agreement hereunder. On any such default, Lender may at any time without notice, either in address. In any event, such permission to Borrower automatically shall be revoked upon default by Borrower in pa, m. intot any indebtediness. the right to revoke such permission at any time with or without cause by notice in writing to Borrower, mailed to Portrower at his last known. to Borrower to collect and retain the rents, income, issues and profits of such property as they become due and pay able, but Lender reserves agreement in writing aigned by Borrower, or any successor in interest to Borrower, and Lender.
(19) Alght to Collect and Receive Rents and Profits. Notwithstanding any other provisions hereof, Leider hereby grants permission

(18) Modification in Witting. This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by

to pay such other sums or to perform such other acts

of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed, to make or perform, or by adding deemed a waiver as to any inture transaction or occur ence. By accepting payment of any we acured hereby after its due date or by making of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be

Mo Walvers by Lender. No waiver by Lender of any right under this Mortg 1ge. In all be effective unless in writing. Waiver by Lender

evidenced by the promissory note or notes or agreements which this Mortgage secures. financis) and other written representations and disclosures made by Borrow(r if order to induce Lender to enter into the transaction then 25% of such property, or (e) Borrower has made any material misrepres in short called to disclose any material fact in those certain transferred or assigned during a 12 month period, or (d) Borrower is a trust z, it ere is a change of beneficial interest with respect to more a ganatal partner is assigned or transferred; or (c) Borrower is a corporation and more than 25% of the corporate stock thereof is sold, or otheritydrocarbon substance or any mineral of any kind or chara. Yer in such property; or (b) Borrower is a partnership and the interest of permits to be changed the character or use of such properly, or dring or extracts or enters into a lease for the drilling for or extracting oil, gas to be divested, whether voluntarily or involuntarily or leases such property or any part thereof for a term of more than 3 years, or changes or property sells, enters into a contract of sale, conveys or allensier such property or any part thereof, or suffers his title or any interest therein ing the same due and payable within 30 days after such decignation if. (a) Borrower or any successor in interest to Borrower of such to declare any indebtedness and obligations secured he elby, trespective of the maturity date specified in any note or agreement evidence the joint and several obligation of each such person
(16) Acceleration Clause: Right of Lender to Declar, All Sums Due on any Transfer, Etc. Lender shall have the right, at its option,

be applied upon or allocated among the various riems constituting Borrower's indebtedness or obligations secured hereby. (15) Obligation of Borrower Joint and Se lets. If more than one person is named as Borrower, each obligation of Borrower and Se lets. If more than one person is named as Borrower, each obligation of Borrower and Se lets.

Application of Funds. Lender shalf bays the right at its sole discretion to direct the manner in which payments or proceeds shall

shall such sum and interest thereon be cerured by this Mortgage Interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and paid by Lender or Borrower under any chiuse or provision of this Mortgage. Any such sum, until so repaid, shalf, he secured herein and bear

(13) Sums Advanced to Bear Injevest and Yo Be Added to Indebtedness. To pay immediately upon demand any sums advanced or

demand of Lender,

purposes; (b) pay, purchast, poples or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and (c) in a terciping any such power pay necessary expenses. Borrower agrees to repay any amount so expended on and to such extent as it has deep necessary to protect the security hereof, Lender being authorized to enter upon such property for such (12) Failure of Borrower to Comply with Mortgage. Should Borrower fail to make any payment, or tall to do any act required in this Mortgage, or fall to be borrower shall be in default under this Mortgage, or fall to be Borrower shall be in default under this Mortgage. Lender, but without obligation so to do and any act Borrower and without releasing under this Mortgage. Lender, but without collecting the and without notice to or demand upon Borrower and without releasing Borrower trom any obligation send without contesting the validity or amount of the same, may; (a) pay or do the same in such manner.

defauted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immediately due and payable. of the indebtedress secured hereby, to pay such fee to the extent permitted by applicable law, notwithstanding the fact that Borrower shall have (1.1) Prepayment Charge, Should any note or obligation secured hereby require Borrower to pay a fee in connection with the prepayment of any benistdo feril

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 Lessehold Estate. If such property 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 or after any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebt draws owing by it to Borrower, the whole or any part of the indebtedness secured hereby. The Lender is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or index its control, including, among other things, any impounds held by Lender under paragraph (6) hereof.

tri order to assure the distributeness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or not after 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. When 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 sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for droumentary 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 bidders at any safe which may be had pursuant to such decree the time condition of the title to or the value of the Property. All expenditures and expenses of the nature of this paragraph mentioned shall becomes or much 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 party, either as 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 communiced; (d) any efforts for collection of any past due indebtedness secured hereby The proceeds of any Icreclosure 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 interest 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 filling 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 Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvericy at the time of application for such receiver, of the person or persons, it any, liable for the payment of the indebtedness secured here, v and without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgages in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suif, at wall as during any further times when Borrowers in successors or assigns, except for the intervention of such receiver, would be entitled to chief 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 sociumer hereby, or in payment of any tax, special assessment or other time which may be or become superior to the lien hereof or superior to a decide foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much if any tax have be affected

by this Mortgage, may be sold in one parcel.

(23) Waiver 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 secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

Property of Cook County Clerk's Office

(24) Future Advances, Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower, Such Future Advances, with interest thereon, shall be secured 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

(25) Inspection and Business Records. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reason; ole 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 in form and content prepared according to the generally accepted (or ounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further acrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to an ext such financial statements.

(26) Governing Law: Severa Lifty: 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 rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings banks. If any paragraph, double or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determine tiend shall not affect the remaining paragraphs, clauses and provisions of this Mortgage

or the note or other notes secured by this Mor'gage

(27) Offsets. No indebtedness secured by this inorigage shall be offset or compensated or shall be deemed to have been offset 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 now or hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby. But over 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 it respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross-demands for money have existed between persons at any point in time when neir iter 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 detense of payment in that the two demands are compensated so far as they equal each other, notwithstringing 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 Mortgage accures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, it is option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and

payable.

(29) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property (30) Notice to Borrower. Any notice to the Borrower provided for in the note or this Mortgage shall be deemed 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 Lender'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, (ii) parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph hisadings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(32) Adjustable Bata Mortgage Provisions. The Note which this Mortgage secures is an adjustable rior, gage 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 he original principal indebtedness

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

Signature of Borrower

Gran O'Connar

NOTARY ACKNOWLEDGEMENT FORM APPEARS ON THE REVERSE SIDE.

State of Illinois

DU PAGE County ss:

1 THE UNDERSIGNED

a notary public in and for said county and state, do hereby certify that

MARYANNO'CONNOR + MILHAELJ. O. CONNER

personally known to moto be the same person(s) whose name(s) subscribed to the foregoing instrume.it, appeared before me this day in person, and acknowledged that "THET signed and delivered the same instrument as "THE free and voluntary act, for the uses and purposes therein set forth. AUGUST

Given under my hand and difficial seal, this \$357# day of

My commission expires:

OFFICIAL SEAL

GROZDANA R SKOGSBERG

NOTARY PUBLIC, STATE OF ILLINOIS

Coot County Clart's Office