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TO THE FEDERAL BUREAU OF INVESTIGATION
4710 - 111 ANY ALICE
WORLD WIDE COMMUNICATIONS
HOME SAVINGS OF AMERICA
FEDERAL BUREAU OF INVESTIGATION
POST BOX 6000
CITY OF WASHINGTON, DISTRICT OF COLUMBIA

MAIL TO

ALL CHECKS, TELEPHONE BILLS TO MAILED
OR DELIVERED TO THE ABOVE ADDRESS

95145043

LOAN NO. 1763772-9

Mortgage and Assignment of Rights
ADJUSTABLE INTEREST RATE LOAN

This Mortgage made this 24th day of FEBRUARY, 1995 between
OLD KENT BANK, NOT PERSONALLY, BUT AS TRUSTEE
UNDER A CERTAIN TRUST AGREEMENT DATED FEBRUARY 21, 1995, AND KNOWN AS TRUST NO. 6968

herein called BORROWER whose address is 105 SOUTH YORK STREET
ELMHURST, ILL. 60126
(city) (state) (zip code)

and HOME SAVINGS OF AMERICA, FSB, a corporation herein called LENDER whose address is 4900 Rivergrade Road, Irvine, California 91706-1404

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

LEGAL DESCRIPTION AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COMMONLY KNOWN AS 7411 C ASTOR AVENUE, HANDOVER PARK, IL. 60109

PTN: 06-25-302-048

Land Trustee does not
WARRANT or INDEMNIFY

95145043

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, ovens, water heaters and attached cabinets, it being intended and agreed that such items, be it howsoever 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 \$ 105,000.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of MARCH 5, 2035 made by Borrower.

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WARRANT OF MORTGAGE
Lender Trustee does not

shall be in default and any amount so paid may be retained by the lender.

(1) **Fire and Casualty Insurance.** To provide and maintain in force at all times the and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount for a term and in form and content and by such company, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to Lender and remain in possession of Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with a copy of each policy of such insurance and a copy of all premium receipts. At least thirty (30) days prior to the expiration of any insurance policy, a copy of the policy and a copy of the premium shall be delivered to Lender with written evidence showing payment of the premium by the Borrower. Borrower shall also furnish Lender with a copy of the policy and a copy of the premium receipts. Lender shall be entitled to obtain such insurance, but without obligation to the Borrower, and without notice to or from the Borrower, and without the requirement of payment of the premium and not subject to any other conditions, coverages, exclusions, or limitations contained in or attached to any policy that may be delivered to Lender and the Borrower. Lender shall not be bound by any other conditions, coverages, exclusions, or limitations contained in or attached to any policy that may be delivered to Lender and the Borrower. Lender shall not be bound by any other conditions, coverages, exclusions, or limitations contained in or attached to any policy that may be delivered to Lender and the Borrower. Lender shall not be bound by any other conditions, coverages, exclusions, or limitations contained in or attached to any policy that may be delivered to Lender and the Borrower.

(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon, to restore promptly and in good and workmanlike manner any buildings which may be damaged or destroyed (including, but not limited to, damage from fire, wind, water, and earth movement), to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any investment, or any other activity, to be carried out on such property which would in any way affect such property or requiring any alterations or improvements to be made thereon, not to permit or permit waste thereon, not to commit, suffer or permit any act upon such property in violation of law, to curtail, interrupt, forfeit, lease, and pruned, and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition as reasonable wear and tear excepted as at the date of this Mortgage.

(3) **Construction or Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred thereon, and not to permit any mechanic, lien against such property, not any stop notice against any loan proceeds, Borrower also agrees, anything in this Mortgage to the contrary notwithstanding, (a) to promptly commence work and to complete the proposed improvements promptly (b) to complete same in accordance with plans and specifications as approved by Lender, (c) to allow Lender fifteen (15) days 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 personal service of the same, and (e) to perform all other obligations of Borrower under any building loan agreement relating to such property.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES

hereby.

(9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

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Lender's Lien
WARRANT OF DEEMENCY

(5) **Taxes and Other Sums Due.** To pay, satisfy and discharge (a) all taxes (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) liens 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 sure guarantor interested to Borrower, (5) if such property includes a household estate, all payments and obligations required of the Borrower or his sure guarantor in relation to the form of the instrument or instruments creating such household, and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants, 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 relating thereto. 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 does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower may be entitled.

In the event of the passage of any law decreasing from the value of real property for the purpose of taxation any lien hereon, or changing in any way the laws for the taxation of mortgages or debt 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, 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 null and void 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, Borrower pays such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) **Impound.** To pay to Lender, if Lender shall so require, 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 intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under 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 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 or any successor or 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 by Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and any other action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who may, by checking therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage, or to any delinquency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary 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 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 releasing 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 thereon, and take such action thereon, 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.

WARRANT OF INDEMNITY
and the above does not

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

11) Prepayment Charge. Should any subordination, severance or other charges be assessed by the mortgagee against the loan, the Borrower shall have the obligation to pay the same, together with interest thereon, to the lender, without prejudice to the lender's right to enforce the same by legal proceedings.

12) Failure of Borrower to Comply with Mortgage. Should Borrower fail to make any payment or fail to do any act required in this Mortgage or fail to comply with any condition contained hereunder, and without prejudice to any other rights of the lender, the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon, and the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon, and the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

13) Summation Advanced to Bear Interest and To Be Added to Indebtedness. For any amount advanced to the Borrower under this Mortgage, the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon, and the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

14) Obligation of Borrower Joint and Several. The obligations of the Borrower under this Mortgage shall be joint and several, and the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

15) Application of Funds. The proceeds of any advance made by the lender under this Mortgage shall be applied to the payment of the principal and interest due on the loan, together with interest thereon, and the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

16) Acceleration Clause, Right of Lender to Demand All Sums Due on any Advance. If the Borrower fails to comply with any condition contained hereunder, the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

17) Summation Advanced to Bear Interest and To Be Added to Indebtedness. For any amount advanced to the Borrower under this Mortgage, the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

18) Failure of Borrower to Comply with Mortgage. Should Borrower fail to make any payment or fail to do any act required in this Mortgage or fail to comply with any condition contained hereunder, and without prejudice to any other rights of the lender, the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

19) Summation Advanced to Bear Interest and To Be Added to Indebtedness. For any amount advanced to the Borrower under this Mortgage, the lender shall be entitled to require the Borrower to pay to the lender, together with interest thereon, the amount of the sum of money which the lender has advanced to the Borrower under this Mortgage, together with interest thereon.

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(20) **Remedies.** The remedy herein provided shall be exclusive of any other remedy *existing 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 in addition remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the same thereof at its option, either before, concurrently with, or after any Mortgagee's sale is made hereunder, and on any default of Borrower, Lender may, at its option, either against any indebtedness 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 thereof, to apply toward the payment of any indebtedness secured hereby, any and all sums of 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 definiteness 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 release Borrower from paying 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, all 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 all insurance. Such fees, charges and costs may be estimated as to items to be expensed after entry of the decree as Lender may deem may be necessary either to prosecute such suit or to evidence to creditors, at any sale 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 be other than such additional indebtedness secured hereby, and shall be immediately due and payable with interest thereon at the rate specified in this Note. Such expenditures and expenses shall include expenditures made in connection with any proceeding: (i) which Lender shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, (ii) preparation for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, (iii) preparation for the defense of any threatened suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced, (iv) 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 indebtedness 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 Mortgagee in possession. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency 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 without regard to the then value of the property whether the same shall be then occupied as a homestead or not. Such receiver or Mortgagee in possession shall have power to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit, as well as 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 Mortgagee 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 hereby, 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 debt or foreclosing this Mortgage, provided such application is made prior to foreclosure sale. In case of a judicial sale, the property, or so much thereof as may then 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.

Lender Trustee does not
WARRANT or INDEMNIFY

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Property of Cook County Clerk's Office

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LOAN NO. 1763772-9

(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 the 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 in form and content prepared according to the generally accepted accounting 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 any 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 rules and regulations promulgated thereunder, including the federal laws, rules, and regulations for federal savings banks. If any paragraph, clause 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 determined and shall not affect the remaining paragraphs and provisions of the Mortgage or the note or other notes secured by this Mortgage.

(27) **Offsets.** No indebtedness secured by this Mortgage 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 cross claim, whether liquidated or unliquidated, which Borrower or Lender hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby, Borrower 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 procedure which provides or substantially provides that, where cross demands for money have existed between persons at any point in time when neither 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, notwithstanding that an independent action asserting his claim would at the time of filing 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 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 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, all 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 headings 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.

(33) **Waiver of Right of Redemption.** Borrower has been directed by its beneficiary to and hereby does waive any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Borrower acquiring an interest in or title to the Property subsequent to the date of this Mortgage.

This Mortgage is executed by **OLD KENT BANK**

95161073

Land Trustee does not
WARRANT or INDEMNIFY

not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any warranty contained in this Mortgage and any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

Borrower certifies that a copy of any notice of default and/or any notice of sale to be rendered hereunder shall be delivered to Borrower at the address set forth above set forth as trustee as aforesaid, and not personally or individually.

ATTEST: **OLD KENT BANK**

By Clifford Scott-Rudnick **CLIFFORD SCOTT-RUDNICK**
Vice President & Trust Officer

By Elaine Grote **ELAINE GROTE**
PERSONAL TRUST OFFICER

NOTARY ACKNOWLEDGEMENT FORM APPEARS ON THE REVERSE SIDE.

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STATE OF ILLINOIS

COUNTY OF DuPAGE

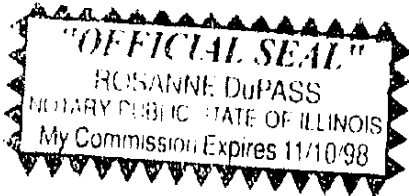
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I, the undersigned _____ a Notary Public in and for and residing in _____
 County, in the State of and said DEWEEREY VERHEY and _____
 and Elaine Groe _____ Assistant _____ President and
 Trust Officers ~~XXXXXX~~ respectively of _____ OLD FENT BANK
 personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such _____ Vice
 President and Trust Officers ~~XXXXXX~~ respectively appeared before me this day in person and being first duly sworn by me
 severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act
 of said company for the uses and purposes therein set forth and that said Trust Officers ~~XXXXXX~~ as a custodian of the corporate
 seal of said company did affix the corporate seal of said company to said instrument as said Trust Officers ~~XXXXXX~~'s own free
 and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and Notary Seal this 25th _____ day of February, 1995.

Rosanne DuPass

 Notary Public



11/01/95

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PARCEL I:

The South 30.00 Feet of the North 234.50 Feet of Lot 5, Block 15 of Unit 5, Hanover Gardens First Addition, being a part of the West 1/4 of the Southeast 1/4 and part of the East 1/2 of the Southwest 1/4 of Section 25, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL II:

Easement for ingress and egress and parking for the benefit of Parcel I as created by Declaration of Easements made by Hanover Builders, Inc., a corporation of Illinois, dated October 22, 1973, and recorded October 22, 1973 as Document 22570450 and by deed from Exchange National Bank of Chicago, National Banking Association, as Trustee, under Trust Agreement dated October 1, 1974 and known as Trust No. 79652 to W.P. Steiger and Wife dated October 1, 1976 and recorded October 17, 1976 as document 23667812.

9517013

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office