This instrument was prepared by:

COMMERCIAL CREDIT LOANS,

96380085

(Name) 416 WEST HIGGINS ROAD SCHAUMBURG IL 60195

(Address) EC156804 223743

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\$29.50 DEPT-01 RECURDING Te0001 TRAN 4610 07/16/96 15413:00 \$9166 ÷ TD ※一タ6一5389uii COOK COUNTY RECORDER

DEPT-01 RECOIDING

\$29.50

T50001 TRAN 3966 05/20/96 15:00:00

#6633 # RC: #-96-380085

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE is made this between the Mortgagor,

16th May day of

MIRIAM OFER. A WIDOW, AND NOT SINCE REMARRIE

(herein "Borrower")

, a corporation organized , whose address is

(herein "Leader").

and the Mortgagee, COMMERCIAL CREDIT LOINS, INC. and existing under the laws of Delaware 416 WEST HIGGINS ROAD SCHAUMBURG IL 60195

29,209.86 , which indebtedness is WHEREAS, Borrower is indebted to Lender in the rancipal sum of U.S. \$ evidenced by Borrower's note dated 05/16/1996 and eriensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebted lest, if not sooner paid, due and payable on 05/21/2001;

TO SECURE to Lender the repayment of the indebtedness evicenced by the Note, with interest the reon; the payment of all other sums, with interest thereon, advanced in accordance herewith to project the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower cors hereby mortgage, grant and convey to Lender the State of Illinois: following described property located in the County of COOK

> LOT 36 IN BLOCK 1 IN TITLEY'S SUBDIVISION OF LOT . IN THE CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES THEREOF) AND OF THE MORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES THERROF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TH COOK COUNTY, ILLINOIS.

P.I.N.13-29-403-023

THIS MORTGAGE IS BEING RE- RECORD TO CORRECT THE NOTALL

36,380085

which has the address of 2742 N MENARD (herein "Property Address");

CHICAGO

Illinois 60657

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Copy (Branch)

Copy (Customer)

MIRIAM OTERO

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Burrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelrth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lendon, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agenty (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the ruture monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, that exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's offications under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has Spriority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if Onot made promptly by Borrower.

Original (Recorded)

Copy (Branch)

Copy (Customer)

Planned unit development, Borrower shall perform all of Borrower's Obligations under the declaration or covenants or planned unit development, the by-law, 201 regulations of the condominium or planned unit or planned unit or planned unit or planned unit development, the by-law, 201 regulations of the condominium or planned unit or p planned unit development, Borrower shall perform all of Borrower's Obligations under the declaration or covenants creating or with the provisions of any lease if this Mortgage is on a unit in a condon; nium or a ation and Maintenance of Project; Leaseholds; Condominiums; Planned Unit Developments. Somower shall of the Property and shall Lander's phone that to restoration or repair of the Property or to the runs secured to Lender's applied to restoration or repair of the Property or to the name encured hy A Carrier Office Total Lender Within 30 days from the date notice is Adverting the condominium of planned unit development, and constituent documents.

Which is a serious of the condominium of planned unit development, the by-law. Participations under the declaration or covenants creating of planned unit of planned unit. Stopment, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, at Lender's interest in tay Fre perty, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable at omeys' fees, and take option, upon notice to Bottower, may make such appearances, disburse such sums, including reasonable attorneys; then Lender, at Lender's interest in the Figure as a colding of making the lean option, upon notice to Borrower, may make such appearances, disburse such sums, including researable action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a coldinica of making the premiums required to maintain such insurance as a coldinica of making the lean as the process of the same as the secured by this Morgage, Borovert Lender's interest. If Lender required morgage insurance as a condition of making the lender insurance in effect with Borower's and Lender's written agreement or applicable late. secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect with some pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become addy Any amounts disbursed terminates in accordance with Borrower's and Lender's written agreement or applicable lav.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become addition! Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become addition. I withing contained in this paragraph 7 shall shall be payable upon notice from Lender to Borrower and Lender agree to other terms of payment, such amounts.

Nothing contained in this paragraph 7 shall

B. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the pronent notated.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property. Pires of the property of the property.

improvement, repair, or other loan agreement in a form accertain to render and deliver to Lender. in a form accertain to execute and deliver to improvement, repair, or June, Lender, in a form arrepair to Lender in a form arrepair or services in connection to Borrower to execute and deliver to Supply labor, materials or services in connection to Borrower may have against parties who supply labor. Borrower may have against parties who supply labor, materials or services in Romanus or a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of a Reneficial Interest in Romanus of the Property of the Pr 16. Transfer of the property of interest in Borrower is sold of transferred and Borrower is sold of transferred and in finitely an square innectiate payment in finitely and square sold of transferred (or if a beneficial interest in soption, require immediate payment in finitely and square sold or transferred and Borrower is sold or transferred and Borr sold or transferred (or if a beneficial innecess, and its option, require immediate payment in famous as of the date of this Mongage.

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However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mongage. Lender's Prior written consent. Lender may, at us opnour, require numerous by federal law as of the date of this Mortgage.

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The notice shall provide a nerical provide a nerical provide a natice of acceleration.

The notice shall provide a nerical provide a natice of acceleration. If Lender exercises wis option. Lender shall give Borrower notice of acceleration. The notice shall provide a fremot by this which Borrower may invoke any remedies permitted by this which Borrower may invoke any remedies permitted by the notice is delivered or mailed within which Lender may invoke any remedies permitted by these sums prior to the expiration of this period. Lender may invoke any remedies permitted by these sums prior to the expiration of this period. owever, this option shall not be exercised by Lender 11 exercises is promuned by this after exercises his option. Lender shall give Borrower mained within which Borrower must pay all sums secured by this is delivered or mailed within which Borrower must pay all sums secured by this after the notice is delivered or mailed within which Borrower must pay all sums secured by this is delivered or mailed within which Borrower must pay all sums secured by this are the notice is delivered or mailed within which Borrower must pay all sums secured by this is delivered or mailed within which Borrower must pay all sums secured by this are the notice is delivered or mailed within which Borrower must pay all sums secured by this are the notice is delivered or mailed within which Borrower must pay all sums secured by this are the notice is delivered or mailed within which Borrower must pay all sums secured by this are the notice is delivered or mailed within which Borrower must pay all sums secured by this are the notice is delivered or mailed within a secured by this are the notice in the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered or mailed within a secured by the notice is delivered by the notice is less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage without further secure or demand on Borrower. NUM-UNITURED. COVER-2013. Borrower and Lender number covenant and agree as inhows.

17. Acceleration: Remedies. Except as provided in paragraph to pay when due any sums secured by this Mortgage. Including the covenants to pay when due any sums secured by this Mortgage. 17. Acceleration; Remedie: Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or pay when due any sums secured by this Mortgage, including the covenants to pay when due any sums secured; (1) the breach; (2) agreement of Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the breach; (3) the breach; (4) the breach; (5) the breach; (6) the breach; (7) the breach; (8) the breach; (9) the breach; (10) the breach; (11) the breach; (12) the breach; (13) the breach; (13) the breach; (14) the breach; (15) the breach; (15) the breach; (16) the breach; (17) the breach; (18) the breach; (18) the breach; (19) the breac -53D agreement of Borrower in this Mortgage, including the coverants to pay when due any sums secured by this Mortgage, by this Mortgage, including the coverants to pay when due any sums secured by this Mortgage, by the beautiful to pay when due any sums secured by this Mortgage, by the beautiful to pay when due any sums secured by this Mortgage, by the pay the angle of pay when due any sums secured by this Mortgage, by the pay the angle of pay when due any sums secured by this Mortgage, by the beautiful the pay the angle of pay the angle of pay the angle of pay the angle of pay the pay t Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specified in the notice may the date the notice is mailed in the notice may the action required to cure such breach of the action required to cure such breach on or before the date specified in the notice may the action required to cure such breach on or before the date specified in the notice may the action required to cure such breach on or before the date specified in the notice may the action required to cure such breach on or before the date specified in the notice may the action required to cure such breach or the date specified in the notice may be cured; and (4) that failure to cure such breach on or before the date specified in the notice may be cured; and (4) that failure to cure such breach on or before the date specified in the notice may be cured; and (4) that failure to cure such breach on or before the date specified in the notice may be cured; and (4) that failure to cure such breach on or before the date specified in the notice may be cured; and (4) that failure to cure such breach on or before the date specified in the notice of the date of t the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to the property. 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The breach is notice shall further inform Borrower of the right to reinstale after acceleration and foreclosure. If the breach defense of Borrower to acceleration and foreclosure any other defense of Borrower to acceleration and foreclosure. this Mortgage without further actice of demand on Borrower. notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure. If the breach by other lands of the sums secured by any other lands of the sums secured by any other lands of the sums secured or a default of the notice. Lender, at Lender's option, may declare all of the sums secured proceeding the nonexistence of a default of the notice. Lender, at Lender's option, may declare all of the sums secured on or before the date specified in the notice. proceeding the nonexistence of a default, any other defense of Borrower to acceleration and foreclosure. If the breach is more correction and foreclosure in the sums secured on the sums secured in the nonexistence of a default, any other defense of at Lender, at Lender, at Lender, and may foreclose this Mortgage by Judicial further demand and may foreclose this mortgage to be immediately due and pay able without further demand and may foreclose the immediately due and pay able without further demand. not curred on or before the date specified in the notice, Lender, at Lender's option, may declare this Mortgage to the immediately due and without further demand and may foreclose, lucluding, but not limited to this Mortgage to be immediately due and without further demand and foreclosure, lucluding, but not limited to this Mortgage to be immediately due and without further demand and may foreclosure, lucluding, but not limited to the mortgage without further demand and may foreclosure, lucluding, but not limited to the mortgage to be immediately due and white without further demand and may foreclosure, lucluding, but not limited to the mortgage all expenses of foreclosure, lucluding, but not limited to the mortgage and large specified in the notice, lender, at Lender's option, may declare all of the sums secured to the mortgage and large specified in the notice, lender, at Lender's option, may declare this Mortgage to be immediately due and white without further demand and may foreclosure, lucluding, but not limited to collect the notice, lender, at Lender's option, may declare this Mortgage that have been demand and may foreclosure, line and large specified in the notice, lender, at Lender's option, may declare this Mortgage to the large specified in the notice, lender, at Lender's option, may declare the large specified in the notice, lender, at Lender's option, may declare the large specified in the notice, lender, at Lender's option, may declare the large specified in the notice, lender, at Lender's option, may declare the large specified in the notice, lender, at Lender's option, may declare the large specified in the notice, lender, at Lender's option in the notice, lender the large specified in the notice, lender t this Mortgage to be immediately due and havable without further demand and may foreclose this Mortgage, but not limited to proceeding. Lender shall be entitled to collect abstracts and title reports.

The Mortgage to be immediately due and havable such proceeding all expenses of foreclosure, including, but not limited to proceeding. Lender shall be entitled to collect abstracts and title reports. 18. Borrower's Right to Reinstale. Norwightanding Lender's acceleration of the sums which would be then due from the right to have any proceedings begin by Lender all sums which would be then due from the right to have any proceedings begin by Lender all sums which would be then due from the right to have any proceedings begin by Lender all sums which would be then due from the right to have any proceedings begin by Lender all sums which would be then due from the right to have any proceedings begin by Lender all sums which would be then due from the right to have any interpretation to entry of a judgment enforcing time where the right to have a judgment any time prior to entry of a judgment enforcing time. Borrower's breach, Borrower shall have the right to save any proceedings begun by Lender to entirce this Morteage discontinued to the had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred: (b) Borrower cures all breaches of any other covenants of a hote had no acceleration occurred that the hoteless of a hot at any time prior to entry of a judgment enforcing time Mortgage if: (a) Borrower pays Lender all sums which would be then due of any time prior to entry of a judgment enforcing time Mortgage if: (b) Borrower cures all breaches incurred by Lender in enforcing the authority of a judgment enforcing time Mortgage if: (a) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage if: (a) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (b) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (a) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (b) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (a) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (b) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (a) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (b) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (a) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (b) Borrower cures all sums which would be then due to entry of a judgment enforcing time Mortgage in it. (b) Borrower cures all sums which would be the first of the proceeding. Lender shall be entitled to collective such proceeding all expenses of forecit.

Proceeding attorneys' fees and costs of documentary evidence, abstracts and title reports. under this Mortgage and the Note had no acceleration occurred. (b) Borrower cures all breaches of any other in enforcing in paragraph. I agreements of Borrower contained in this Mortgage. (c) to rower pays all reasonable expenses incurred by Lender's remedies as provided in paragraph. I agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph. agreements of Borrower contained in this Mortgage: (5) Nortower Pays all reasonable expenses incurred by Lénder in enforcing the new reasonably agreements of Borrower contained in this Mortgage. (6) Nortower Pays all reasonable Lender's remedies as Lender may reasonable anomely (6) Borrower takes such action as Lende coverants and agreements of Borrower contained in this Managee. and in enforcing Lender's temedies as provided in paragraph 17 takes such action as Lender may reasonable attorneys' (ees. and (d) Borrower's obligation to pay the sums secured hereof, including, but not limited to reasonable attorneys' in the Property and Borrower's obligation to pay the sums secured hereof including, but not limited to reasonable attorneys' in the Property and Borrower's obligation to pay the sums secured hereof including, but not lied of this Mortgage. Lender's increase in the Property and Borrower's obligation to pay the sums secured hereof including that he lied of this Mortgage. hereof, including, but not limited to, reasonable autorite's (ees.; and (d) Borrower takes such action as Lender may reasonable sucrets in the Property and Horrower, this Mortgage and the obligations secured require to assure that the lieu of this Mortgage. Upon such payassent and cure by Borrower, this Mortgage shall continue unimpaired. Upon such payassent and cure by Borrower takes such action as Lender may reasonable autorite's (ees.; and (d) Borrower takes such action as Lender may reasonably secured to be property and Horrower, this Mortgage and the obligations secured to be property and cure by Borrower, this Mortgage shall continue unimpaired. Upon such payassent and cure by Borrower takes such action as Lender may reasonably the sum of the obligation to pay the sum of the obligation as a sum of the obligation a require to assure that the lien of this Mongage. Lender's integer in the Property and Borrower, this Mongage and the obligations secured by this Mongage shall continue unimpaired. Upon such payable and curred.

The Mongage shall continue unimpaired as if no acceleration had occurred.

The Mongage shall continue unimpaired as if no acceleration had occurred. reby shall remain in full force and effect as if no acceleration had occurred.

As additional security hereunder, Borrower for abandonment of the Assignment of Rents;

Assignment of Rents;

The Property, provided that Borrower shall, prior to acceleration under paragraph property, provided that Borrower shall, prior to acceleration under paragraph property. 19. Assignment of Rents; Appointment of Receiver.

As additional security hereunder, Borrower hereby assigns to find the property. Provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the property. Provided that Borrower shall be rents as they become due and payable.

The rents of the property, provided that such rents as they become due and payable. operty, have the right to collect and retain such rents as they become the property and to collect the rents of the Property including the Upon acceleration under paragraph 17 hereof of and manage the 3 toperty and to collect the rents of the property including the Upon acceleration under paragraph 17 hereof of and manage the 3 toperty and to collect the rents of the property and the property Upon acceleration under paragraph 17 hereof or abandonment of the property. Leucier shall be entitled to have a receiver and to collect the rens of the property and to collect the rens of the property and to collect the rens of management of the property and to collect the rens of management of the property and to collect the rens of management of the costs of management of the property and to collect the property and appointed by a court to enter upon, take possession of and manage the groperty and to collect the rems of the Property and to collect the reasonable atterneys for any those past due. All rems collected by the receiver shall be applied first premiums on receiver's bonds and reasonable atterneys including those past due. All rems collected by the receiver's fees, premiums on receiver's honds and rems collected by the receiver's fees, premiums on receiver's honds are reasonable atterneys and those past due. All rems collected by the receiver's fees, premiums on receiver's honds are reasonable atterneys and the property are property and the propert those past due. All reals collected by the receiver shall be applied first to bayment of the bonds and reasonably received.

The receiver shall be liable to a count only for those reals actually received.

The receiver shall be liable to a count only for those reals actually received.

The receiver shall be liable to a count only for those reals actually received.

The receiver shall be liable to a count only for those reals actually received.

The receiver shall be liable to a count only for those reals actually received. by this Mortgage shall continue unimpaired. Upon such payment and cure by the hereby shall remain in full force and effect as if no acceleration had occurred. the rents of the Property, provided that Borrower shall, prior to acceleration under the property. Let the property the property of the property. Let and retain such rents as they become the property. The property abandonment of the property abandonment of the property. Property, have the right to collect and retain 17 hereof or abandonment of the property. The property abandonment of the property of the property of the property. The property of the property of the property of the property of the property. The property of the property o Collection of rents, including, but not limited to, receiver's fees, premiums on receiver's houds and reasonable attorneys.

The receiver's shall be liable to a found only for those rents actually receiver shall be liable to a found only for those without control of rents, including, but not limited by this Mortgage. Lender shall release this Mortgage.

Other to the sums secured by this Mortgage.

Other to the sums secured by this Mortgage. The received shall be liable to a church only for those rems actually received.

The receiver shall be liable to a church only for those rems actually received. The receiver shall be liable to a church only for those rems actually received. The receiver shall be liable to a church only for those rems actually received.

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The received by this Mortgage. The received by this Mortgage. Lender shall release this worksage. Orrower. Borrower shall pay all costs of recordation, if any.

No orrower we shall pay all costs of recordation waives all right of homestead exemption in the Property.

No orrower. Borrower of Homestead. Borrower hereby waives all right of homestead exemption in the Property. Upon payment of all sures secured by he Borrower shall pay all costs of recordation, if any 21. Waiver of Homestead 21. CODY (BERDCH)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

96525501

96330085

MIRIAM OTERO

UNOFFICIAL COPY,

223743

05/16/1996

22. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 22, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other levelosure action.

IN WITNESS WHE	REOF, Borrower has ex	ecuted this Mortgage.	RT.	
		Mine	· Oard-	
		MINIAM OTERO		-Borrower
		0,		
				-Borrower
STATE OF ILLINOIS,	COOK		County ss:	
I,JEFF PAETH		, a Notary Public in a	nd we said county and state,	do hereby certify that
MIRIAM_QTERQ,_A_WI			/ /	
personally known to me to be the	same person(s) whose n	ame(s)IS	subscribed to the	e forgoing instrument.
appeared before me this day in pe	erson, and acknowledged	thatS, he	signe Und delivered	the said instrument as
_HERfree voluntary act, for th	· ·		Ox	
Given under my hand and o	official seal, this16	.TBd;	ay of MAY	19 96
·		1		C ₁
My Commission expires:	"OFFICIAL BE"	<u></u>	July 1/0	M
	JEFFREY J. PAI Notary Public, State of	Minole	Notary Public	•
Illinois 35234-3 5/95	My Commission Expires	10-24-06 Line Reserved For Lender and Re	voorder)	Page 5 of 5
	(Splice pelow 11)	FRIC Reserved but remet with the	coluct)	
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