#### UNOFFICIAL COPY (1984)

Prepared by
Prestar Bank U.S.A., N.A.
1529 White Oak Drive
Woukerper, 11. 60085
928-426-7538 (Lender)

#### MORTGAGE BORROWER **CRANTOS** PIRSTAR BK IL PRA (N) COLONIAL TRT, as Trustee, under Trust Agreement No. 824-B dated APRIL 27, 1983. FIRSTAR BK IL FRA 1ST COLONIAL TRT, as Trustee, under Trust Agreement No. 824-8 dated 04/28/83. Ronald a Patricia Larson Ronalda Parricia Laurson **ADDRESS ADDRESS** 104 M OAK PARK AVE OAK PARK, 7.L 60301 104 N OAK PARK AVE OAK PARK, IL 60301 TELEPHONE NO. IDENTIFICATION NO. IDENTIFICATION NO. TELEPHONE NO. 1. GRANT. For good and valuable consideration, Glarter hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, heavistaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, dilch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property"). 2. OBLIGATIONS. This Mortgage shall secure the payment and programance of all of Sorrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to: (a) this Mortgage and the following promissory notes and other agreeme in: C'ASTOMER LOAN MATURITY FUNDING/ PRINCIPAL AMOUNT/ INTEREST NUMBER IUMBER agreement DATE CREDIT LIMIT RATE DATE 00000406086715 \$74,000.00 10/08/97 10/15/12 FIRED

all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);
b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for --

U-4.301 @ Familian Yeshnologica, Inc. (12/27/04 (800) 907-3700

97830141 s. EXPENSES. To the expent permitted by tell, the Mortgage source the easyment of all amounts expended by Lender to perform Grentor's covernants under this Mortgage or to maintain, preserve, or dispose of the Property. Lender to perform Grentor's covernants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of texas, special assessments, or insurance on the Property, plus interest thereon.

6. CONSTRUCTION PURPOSES. If checked, 

6. CONSTRUCTION PURPOSES. If checked, 

6. CONSTRUCTION PURPOSES. 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lander (a) Grantor shall maintain the Property free of all items, security interests, encumbrances and claims except for this Mortgage and those described in Schedule S which is attached to this Mortgage and incorporated herein by reference. (b) Neither Grantor nor, to the best of Grantor's imoviedge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Meterials to or from the Property. Grantor shall not commit or permit such actions to be telesh in the future. The term "Hazardous Meterials" shall mean any hazardous wasts, toxic substances or any other substance, material, or wasts which is or becomes requisited by any governmental authority including, but not imited to, (i) patroleum; (ii) frieble or nonfrieble asbestos; (ii) polychiorinated biphenyls; (iv) those substances, materials or wasted designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Resource Act or any amendments or replacements to that statute or any other similar statute, rule, regulation; or ordinarios and to delive substances in effect;

(in) Granton has the right and in date authorized to execute and parlorm its Obligations under this Mortonce and these (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not provision with the provisions of any statute, regulation, ordinarce, rule of law, contract or other agreement which may be kinding on Grantor at any time; (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially effect the Property (including, but not finited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage. e. TRANSPERS OF THE PROPERTY OF BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approved of Landowski all or any part of the real property described in Schedule A, or any persons thereal, or of all or any beneficial interest in corrower or Grantor (if Borrower or Grantor is not a returns person or interest therein, or of all or any beneficial interest in corrower or Grantor (if Borrower or Grantor is not a returns person or persons but is a corporation, perture hip, trust, or with legal entity), Lender may, at Lander's option declare the sums persons by this Mortgage to be immediately due and provide, and Lender may invoke any remedies permitted by the promiseory note or other agreement or by this Mortgage, union otherwise prohibited by federal law. a. INCURRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial on office or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any that party. 16. INTERPERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grants; without Lender's prior written consent, shall not; (a) collect any monies payable under any Agreement more than one through in advance; (b) modify any Agreement; not; (c) assign or allow a tien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in any Agreement or the amounts payable thereunder; or (d) terminate of cancel any Agreement except for the nonpayment of any sum or other metartal breach by the other party therato. If (including receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to receives at any important communication asserting a default by Grantor under an Agreement or purporting to receive any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent of minutes) to Lander. 11. COLLECTION OF INDESTEDNESS PROM THIRD PARTY. Lender shall be entired to make any third party (including, but not limited to, lessees, floaneses, governmental authorities and insurance companies) to pay Lender any indictednese or obligation owing to Grantor with respect to the indicational indications owing to Grantor from these third parties until the giving of such notification. In the event that Carrier possesses or receive possession of any instrument or other remittances with respect to the indicatednese following the payment of any indicatednese or other remittances constitute the propayment of any indicatednese of the payment of any indicatednese of the payment of any instruments and other remittances in trust for Lander spart from its other property, endones the instruments and other remittances to Lander, and immediately provide Lander with possession of the instruments and other remittances. Lander shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collect upon, or otherwise actions of the indebtedness whether or not an event of delault exists under the Agreement. Lander shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any demages resulting therefrom. 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest limiting the foregoing, all alterations, additions and improvements made to the Property shall be made at Grantor's sole serveries. 13. LOSS OR DAMAGE. Grantor shall beer the entire risk of any lose, their, destruction or demage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, "Loss or Damage, it is explain of Lander, repair the effected Property to its previous condition or pay or cause to be paid to Lander the decrease in the fair market value of the affected Property. Moses Amily UP-8,001 - B Framilian Toplandegles, Inc. (12/67/04) 900) 907-6700

10

## UNOFFICIAL COPY 30141

14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lander in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is suthorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monles toward the Obligations or toward the cost of rebuilding and restoring the Property.

15. ZONING AND PRIVATE COVENANTS

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes) nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any property changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Smaler shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' less, legal expenses and other costs (included appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Linder, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be collegeted to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to compence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or only pertaining to the actions described in this paragraph or any demages resulting thereform. Nothing contained herein all prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and issist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or b) responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with white: notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and lender expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall the legal counsel acceptable to Lender to defend Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such that features and responsible to lender that I be survive the termination, release or foreclosure of this Mortgage.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Properly when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-tweth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the severe order of the due date

thereof.

- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow bender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lander, Grantor shell deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely menner.
- 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
  - (a) falls to pay any Obligation to Lender when due;
    (b) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

moses withy was

LP-6.301 - Formidae Technologies, Inc. (12/27/64) (809) 957-5786

UNOFFICIAL COP97830141 (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect; (d) seeks to revoke, terminate or otherwise limk its liability under any guaranty to Lander; (a) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is liegal; or (f) causes Lander to deem itself insecure in good faith for any resears. 29. PAGHTS OF LENDER ON DEFAULT. If there is a default under this Montgage, Lander shall be entitled to prolee one or more of the following remedies without notice or demand (except as required by law): (a) to declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Grantor to deliver and make available to Lander any persons property constituting the Property at a (c) to require Grantor to deliver and make available to Lander any personal property consuming the Property at a place reasonably convenient to Grantor and Lender;
(d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the additions of any weste to the Property;
(f) to foreclose this Mortgage;
(g) to set-off Grantor's Obligations against any amounts due to Lander Including, but not finited to, montes, finituments, and Caposit accounts maintained with Lander; and (it) to exercise and caposit accounts maintained with Lander; and Lender's rights are currelative and may be exercised together, separately, and in any order. In the event that Lender institutes an action section, the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

24. WAIVER OF HOMESTED AND OTHER RIGHTS. Grantor hereby welves all homestead or other examptions to which Grantor would otherwise by writied under any applicable law.

25. SATISFACTION. Upon the payment and performance in full of the Obligations, Lander will execute and deliver to Grantor those documents that may be included to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation.

26. APPLICATION OF FORECLOSURE FRICEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sharlf's fee and the exteriors of its expenses and costs; then to reimburse Levide for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, eaching (r obvaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, flory less, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any tribid party as provided by the

27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lander for all amounts (including attorneys' e.g. and legal expenses) expended by Lender in the parformance of any action required to be taken by Grantor or the received of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate allowed by low from the date of payment until the date of reimburser and. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

28. APPLICATION OF PAYMENTS. All payments made by or on brink of Grantor may be applied against the amounts paid by Lender (including attorneys' feet and legal expenses) in provinction with the exercise of its rights or remedies described in this Mortgage and then so the payment of the remaining biligations in whatever order Lander

29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-k-rist to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. It ecoliton, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or constant by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall mix relieve Grantor from any Obligation or ours any default under this Mortgage. The powers of attorney described in this property are coupled with an interest and are interestical.

36. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of say previous iten, security interest or encumbrance discharged with funds advanced by Lender regardless of whether the lists, security interests or other encumbrances have been released of record.

31. COLLECTION COSTS. If Lender hires an attorney to seelst in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.

32. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

39. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fell to exercise any of its rights without oausing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lander amends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legislass and devices.

marcas bir- My mas

# UNOFFICIAL COPY 830141

- 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
  - 39. ADDITIONAL TERMS.

900		
%,		
9		
Grantor acknowledges that Grantor has read understands	and agrees to the terms and conditions of this Mortgage.	
Dated: OCTOBER 3, 1997 SEE EXCULPATORY RIDER ATTACHED & MADE A PART HEREOF.		
GAMIOR FIRSTAR BK IL PKA 18T COLONIAL TRY as Trustee under Trust Agreement W		
<b>一</b>		
not personally, but as Trustee		
GRANTOR:	GENTAGE 2.0	
by: (Macha Me Class	Accest: Mery Types	
Land Trust Officer	Land Tust Officer	
0011/200	GRANTOR	
GANTOR	T'	
	0,5	
GRANTOR	GRANTOR	

Mi

UNOFFICI	AL COP7830141
County of	County of <u>Cook</u>
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, seeled and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.	Augels acciding and mary rakies
	on behalf of the
Given under my hand and official seel, this day of	Given under my hand and official seal, this get day of October, 1997
Notion Public Commission septres:	Commission expires: Heaver St. He

The street address of the Property (if application) 1:13051 \$ 7022 CP PALOS REIGERS, IL 60463

Permanent Index No.(s): 24-31-106-006-0000

The legal description of the Property is:

LOT 86 IN WINGEL AND KILGALLEN'S PALOS METADONS, A SUMBIVISION OF THE MORTH
1/2 AND THE SOUTH 1/2 (BICEPT SOUTH 237 PART OF THE MORTH 270 PRET OF THE
WHERE 427 PRET OF SAID SOUTH 1/2) OF THAT PALC OF THE WORTHEST 1/4 OF SECTION 31, FORESHIP 37 MORTH, ZAMOR 13 EAST OF THE
MORTHMEST 1/4 OF SECTION 31, TOWNSHIP 37 MORTH, ZAMOR 13 EAST OF THE
TRIBLE PRINCIPAL MERIDIAN, LYING SOUTH OF THE MOVIE 32.52 ACRES THERMOP,
IN GOOK COUNTY, ILLINOIS.

SCHOOL S

EXCEPTING PRIOR MORTGAGES OF RECORD.

This instrument was prepared by: PAULA MARZHE

After recording return to immine PIRSTAR BANK U.S.A., N.A., P.O. BOX 3427, OSEROSH, WI 54903 UNASH President to description, in (19/07/99 preparation)

## UNOFFICIAL COPY TO BE TO SEE THE SECOND SECO

This mortgage is executed by Firstar Bank Illinois, 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 Firstar Bank Illusois hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Firstar Bank Illinois personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder; or to perform any covenant either express implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Morgagee and by every person now or hereafter claiming any right or security hereunder, and that so (ar as the Trustee and its successor and said Firstar Bank Illinois personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner the p.

Clark's Office herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.