JNOFFICIAL COP

NOTE IDENTIFIED

Lincoln (Address) Crown Point, IN 46307

## MORTGAGE

350 <b>1919</b> /	
THIS MORTGAGE is made this.  14th. day of March not individuate the Mortgagor, FIRST NATIONAL BANK OF MOUNT PROSPECT AS TRUSTED UNDER. TRUST NO. LIT-1812. (herein "Borrower"), and the Mortgagoe, THE FIRST BANK. OF WHITING, WHITING, INDIANA., a corporation organized and existing under the laws of State of Indiana, whose address is 1500 - 119th. Street, Whiting, Indiana (herein "Lender").	211¢
WHEREAS, Borcower is indebted to Lender in the principal sum of IMENTY FIVE THOUSAND SIX	
To Secure to Landar (a) the rengiment of the ladebladence additioned by the Note, with interest thereon the	

the repayment of the indebtedness evidenced by the Note, with interest thereof payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does ler by mortgage, grant and convey to Lender the following described property ..... State of Illinois:

Lot 26 in Block 6 of State Line Park, being a subdivision of Peter Foote's Subdivision of the Fortheast fractional quarter of Section 17, Township 37 North, Range 15 East of the 3rd doc Ounit Clork's Office Principal meridian.

\$6-17-207-015.0000 M(

which has the address of 10743 Ave. D.	Chicago
[Street]	(City)
illinois 60617 (herein "Property Address");	

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions. listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest

on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Leader on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth 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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (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 future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall 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 taxos, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Leader any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrower requising payment thereof.

Upon payment in fall of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 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. Upless 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 physical on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

Character Lender and impossible to the principal of the Note, and impossible attributable to

4. Charges, Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasthold payments or ground tents, if any, in the manner provided under paragraph 2 hereof or, if not paid it, such manner, by Borrower making payment, when the directly to the payee thereof. Borrower shall promptly furnish to Leader all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, llorrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has primity over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good fail it centest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard insurance. Borrower shall keep the improvements new existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cove age", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of

such coverage exceed that amount of coverage required to pay the sums were ed by this Morigage.

The insurance carrier providing the insurance shall be chosen by Bor over subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on histainnes policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lemier and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to had the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid promptns. In the event of loss, Borrower shall give prompt notice to the insurance earrier and Lender, Lender may make proof of loss if not made promptly

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sams secured by this Mortgage, with the process, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender with a post of the same carrier offers to settle a claim for insurance benefits, Lender is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is probaging to collect and apply the insurance proceeds at Landar's order to restoration or repair of the second. is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of he Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

## UNOFFICIAL GORY 9

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this14 day ofMAESD
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to
Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure
Borrower's Adjustable Rate Note toTHE FIRST BANK OF WHITING, WHITING, INDIANA
(the "Lender") of the same date (the "Note") and covering the
property described in the Security Instrument and located at:
10743 Ave. D Chicago, Illinois 60617

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

(Property Address)

ADDITIONAL CONTINANTS. In addition to the covenant and agreements made in the Security Instrument, Borrower and Lender further expenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ..... $\frac{10.00}{10.00}$ %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

### (B) The Index

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

### (C) Calculation of Changes

The Note Holder will then determine the amount of the monthly payment that ... build be sufficient to repay in full the principal I am expected to owe on the Change Date in substantially equal payment, by the maturity date at my new interest rate. The result of this calculation will be the new amount of my monthly payment.

### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

## (E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- (i) the new interest rate on my loan as of the Change Date;
- (ii) the amount of my monthly payment following the Change Date;
- (iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone number of a person who will answer any question I may have regarding the notice.

### **B. CHARGES; LIENS**

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good

faith contest such lien by, it defend thins enforcement that the lie in, egg proceedings which in the opinion of Lender operate to prevent the interest of the lien of ore tipe of the Property or any paid thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of the notice.

### C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

## D. UNIFOPACSECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national viewand non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument coverday call property. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Freperty is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

## E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest is borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal law.

If Lender exercises such option to accelerate, Lender shall make Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not iers than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrowir, invoke any remedies permitted by paragraph 18 hereof.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

## F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan elarges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in commercian with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

(Senl)Borrower	****************	***************************************		***************
(Seal)	PAGE	SIGNATURE	AUTACHED	· SEE
-Borrower			***************************************	***************************************
(Seal)	**************	******************	****************	**********
-Borrower (Sign Original Only)				

This Adjustable Rate Rider

is executed by First National Bank of Mount Prospect, not personally, but as Trustee under Trust #LT -1812 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by enforcement of the provisions contained in said Mortgage. personal liability shall be asserted or enforcable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said Trust Agreement, because or in respect of this Note or the making, issue or transfer thereof, all such liability of any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the co-makers hereof, if any, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the co-makers, if any of the payment thereof, or both.

> First National Bank of Mount Prospect as Trustee as aforesaid, and not personally,

Trust Officer

Attest: Danther 13. Every VP

Assistant Secretary

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the felt market when of the Property Investigation and the leaves of the date of taking bears to the felt market when of the Property Investigation and the leaves of the leav taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settly is aim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the state accured by this Mortgage.

Unless Lender an I Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Leader to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Leader shall not be required to commence the manify of the original norrower and norrower's successors in interest. Lender shall not be required to commence proceedings against such successor in refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of my demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Willier. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shell not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of twee or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtee ness secured by this Mortgage.

12. Remedies Cumulative. All remedies or would in this Mortgage are distinct and computative to any other right or

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or explicy, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Syvini Linbility; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall into the respective successors and assigns of Lender and Borrower. subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mo (gag); are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applie hie law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may despend by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt 'conested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this

Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction. In which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with apply the law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or en univrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or cansfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such the as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Barrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Barrower as provided in paragraph 14 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cared on or before the date specified in the notice, Lender at Lender's uption may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and casts of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage.

Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possegsion. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Puture Advances, with interest thereon, shall be secured by this Mortgage when evidenced by premistory notes stating that said notes are secured hereby. At no time shall the principal amount of the 

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

io Borrower. Borrower s'an pay all costs of recordation, if any. 23. Walver of Henry and. Borrower hereby walves all right of homestead exemption in the Property. 24. See Adjustable Pite Mortgage Rider attached hereto and nade a part hereof as exhibit "A" IN WITNESS WHEREOF, do rower has executed this Mortgage.

	OPE AUTOACHED CICAMBUIDE DACE
0.~	SEE ATTACHED SIGNATURE PAGE
	Bontower
0	Borrower
STATE OF ILLINOIS,	County ss:
I,	, a Notary Public in and for said county and state,
do hereby certify that	
personally kn	nown to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared	before me this day in person, and acknowledged that he
signed and delivered the said instrument as	free and voluntary act, for the uses and purposes therein
set forth.	
Given under my hand and official seal, this	
My Commission expires:	0°
	Notary Public
(Space Below This I	Line Reserved For Lender and Recorder)

Property of Cook County Clerk's Office

SECTORS.

## UNOFFICIAL CORY 9 1 9

This Mortgage is executed by First National Bank of Mount Prospect, not personally but as Trustee under Trust #LT\_1812 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Mortgagor or First National Bank of Mount Prospect 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 or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its or security hereunder, and that so far as the Mortgagor and its successors and First National Bank of Mount Prospect personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solel, to the premises hereby conveyed for the payment thereof, by enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the co-makers of the Note, if any, of the payment ot.
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C thereof, or both.

First National Bank of Mount Prospect, as Trustee as aforesaid, and not personally,

Attest:

STATE OF ILLINOIS ) 85 COUNTY OF COOK

I, the undersigned; a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, the Elizabeth C. Schlaver, Trust Officer of the First National Bank of Mount Prospect Trust Officer of the First National Bank of Mount Prospe and Dorothea B. Evers Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President respectively, appeared before me this day and acknowledged that they signed and delivered the said instument as their own free and voluntary are and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 14 day of March 198' .

My Commission Expires

nese Notary Public

May 22, 1989

Opening of Colling