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RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS

CLERK'S OFFICE

WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
PO BOX 7075
PASADENA, CALIFORNIA 91109-7075

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

Mortgage and Assignment of Rents
ADJUSTABLE INTEREST RATE LOAN

LOAN NO. 847900-8

This Mortgage, made this 14th day of NOVEMBER, 1987, between
ALEXANDER BRODZINSKY AND EILEEN BRODZINSKY, HUSBAND AND WIFE AND BELLA FEYMAN AND MARK
FEYMAN, WIFE AND HUSBAND

herein called BORROWER, whose address is 9335 COURTLAND DRIVE

(number and street)

NILES
(city)IL
(state)60648
(zip code)

and

and HOME SAVINGS OF AMERICA, A corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075

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

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

COMMONLY KNOWN AS 9335 COURTLAND DRIVE, NILES, IL, 60648

The Northeasterly Twenty six (26) feet of the Southwesterly 57.60 feet of that part of Lot Ten (10) (except the Southeasterly 3 feet thereof, as measured at right angles to Southeasterly line of Lot Ten (10), lying Northeasterly of a line, drawn 75 feet North-easterly of and parallel with the Southwesterly lines of Lots 9 and 10.----(10)

The Southeasterly 18 feet of the Northwesterly 37 feet (the 18 feet and 37 feet measured along Southerly line of Lot "A" of the South 20 feet (as measured along Westerly line of Lot 7 extended Northerly) of that part of Lot "A" lying East of the Westerly line of Lot 7 extended Northerly, the Westerly line and Easterly line of said Tract drawn parallel with the Westerly line of Lot 7 extended Northerly and the Northerly line of said Tract being a curved line drawn parallel with Southerly line of Lot "A".-----("A")

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All in Golf-Mill Subdivision being a Subdivision of part of the East half (1/2) of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 4, 1960, as Document Number 1935472.

of way appurtenant thereto and the following structures, improvements, fixtures, including, but not limited to all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air conditioning, heat, gas, water, light, power, telecommunication, ventilation, laundry, drying, heating, cooking, fireplace, television, and all waste control systems, carpeting, pool equipment, window covering, drapes, sofa, carpeting, and floor covering, laundry, lamps, ovens, water heaters and other hot cabinets, it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby, and all water and water rights (whether or not appurtenant) Borrower agrees to execute and deliver from time to time such further instruments as may be requested by Lender to confirm the loan of this Mortgage on any such property. The properties conveyed to Lender hereunder are hereinafter referred to as "such property."

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

FOR THE PURPOSE OF SECURING

(1) Payment of the sum of \$114,000.00, with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of DECEMBER 10, 1997, made by Borrower, payable to Lender, under and subject to the terms and conditions of this Mortgage, and all modifications, extensions, or additions to this note or to this Mortgage, whether by deed to Lender under any provision of this Mortgage, and all modifications, extensions, or additions to this note or to this Mortgage, contained therein or incorporated herein by reference or contained in any paper executed by Borrower relating to the same, good hereby; (2) Performance of, if the loan so used hereby or any part thereof is for the purpose of creating, temporary, or actual property, of each provision or agreement of Borrower contained in any building loan agreement, or other agreement between Borrower and Lender relating to such property; (3) The performance and keeping by Borrower of each of the covenants and agreements set forth in the copy and performed by Borrower pursuant to the terms of any lease or lease and all other present or future leases, covenants, or agreements (or otherwise) by Borrower relating to such property; (4) Compliance by Borrower with each term, condition, or agreement made by Borrower under any declaration of covenants, conditions, and restrictions pertaining to such property, or any title documents, before whom ownership in Lender's written request of Lender, the enforcement by Borrower of any covenant, condition, or restriction, or other agreement of the same, by re-entering and/or legal process taken to enforce such payment within ten days after notice to Borrower and a demand for payment; (5) Any underwritten payment, with interest thereon, of any other present or future indebtedness of Borrower, either known or unknown, arising out of (Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent contract, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the reason each such option to be evidenced by a certificate in writing to Borrower or any successor in interest of Borrower, without notice of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth; (6) Payment of charges as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

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the party's leader, who had been elected by the party's members, was not allowed to be present at the meeting.

As a result, the government has been forced to impose strict controls on imports of foodstuffs, especially meat, and to ban exports of some products, such as sugar and flour. The situation is likely to worsen as the economy continues to contract.

People are still afraid to buy property in India and there is no sign of improvement in sight. The real estate market has been hit by a massive slowdown and it is unlikely to recover in the near future. This is due to a combination of factors such as high interest rates, strict regulations, and a lack of demand.

(b) **Litigation**: External third parties may sue the company to affect the company's business and assets.

the other, outgoing providers and other institutions do have the ability to make changes to their own terms of service if they choose to do so.

expenses, including reasonable attorney's fees, may apply such procedures to the sums received by this member under this provision. Borrower may prepay any amount due under this provision at any time prior to the date of final payment of principal and interest, provided that such prepayment does not cause a breach of any condition or covenant contained in this note or in any other instrument or agreement between the parties hereto.

Property Whichever by way of otherwise to determine the title to any property to which this instrument relates or to any interest in such property, the parties hereto do hereby assent and agree that the title to such property, or any interest therein, shall be held in the name of the lessee, and that the lessee shall be entitled to all the rights and benefits of the leasehold interest so held.

(2) Condensed mention and listing of Property All sums due, and all payable to Borrower or to Beneficiary of any such instrument in respect of Borrower or such impropounds as are required by law.

exceptional circumstances may be allowed. Under such circumstances whether or not a default of any kind will be declared depends upon the particular terms of the contract.

obligations of the Borrower under this Agreement to pay to Lender under this Agreement upon demand, such additional sums as may be necessary to discharge Borrower's obligations under this Agreement, all in accordance with the terms of this Agreement.

(6) Impounders.—(a) Any law or regulation, or order, rule, or procedure, issued by the Federal Trade Commission under section 5 of the Federal Trade Commission Act, which provides for the seizure and impounding of such goods as are required to be sold and delivered to the consumer in quantities which exceed the amounts which are reasonable under the circumstances.

however, that such property and/or such equipment shall be non-convertible debt. Borrower shall agree to pay any such tax when demanded, provided that such taxes are not imposed by law to levy against the whole or any part of the property or equipment described above.

and the other two were given to the subjects who had been assigned to the control group. The subjects were asked to read the material and then answer questions about it. The questions were designed to test their comprehension of the material.

application to any other kind of real property, the amount of such property or the availability of any

any such payment, lender without changing thereby Borrower's obligations to make to lender the amount of any such payment, shall be entitled to receive payment of the amount of such payment by Borrower upon presentation of a copy of the payment certificate delivered by the payee to the payor.

Securities rendered by Lender and furnished at the request of Borrower for any successor to the Lender may be used to make up to date the financial statements of the Lender.

that the due date for such amounts shall be the date of payment of the principal amount of the loan or the date of payment of the last instalment of the principal amount of the loan, whichever is earlier.

(15) Taxes and Other Suma Due To Payably and dischargeably and so paid may be recovered ready shal be made in default and so account to be recovered and so paid may be recovered ready

Under the new rules, companies will have to pay a fee to the government for each unit of oil or gas they extract. The fee would start at \$10 per barrel for oil and \$10 per thousand cubic feet for gas.

measured as a ratio of the total dry weight of organic matter to the total dry weight of the plant material.

businesses to obtain loans without substantial down payment or collateral. Many of these loans are obtained through a company that is not affiliated with the business owner.

Afterwards, he was appointed to the command of the fleet sent to reinforce the British forces in North America, and was present at the capture of Quebec in 1759. He was promoted to rear-admiral in 1761, and to vice-admiral in 1765. In 1770 he became admiral of the fleet.

U-Pb and Ca-Sr dating To provide additional information on the age of the samples, U-Pb and Ca-Sr dating was performed on zircon and monazite grains from the same samples used for the Rb-Sr dating.

объекта на территории Нижегородской области в соответствии с Законом о недрах и Земельным кодексом Российской Федерации.

Важно помнить, что введение в практику новых методов и технологий должно проводиться с учетом специфики каждого конкретного предприятия, его производственных возможностей и финансовых возможностей. Актуальность внедрения новых технологий определяется не только техническими возможностями, но и экономическими факторами, такими как снижение издержек производства, повышение качества продукции и т.д.

Reporting and Maintenance of Property. To support the appropriate workflow and document management needs, the system will include a reporting and maintenance module for property management.

² See also the discussion of the relationship between the concept of "cultural capital" and the concept of "cultural value" in the introduction to this volume.

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(2) **Repair and Maintenance of Property.** To keep such property in good condition, and repair, not to so妨害其物, after reasonable effort, demolition or
demolish any buildings thereon, to be done promptly and in good workmanlike manner any building which may be damaged or destroyed, including, but not limited to, damage from termites and earth movement, to pay when due all costs for labor performed and materials furnished in connection with such property, and not to permit any mechanic's lien against such property, to comply with all law affecting such property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereon, not to commit, suffer or permit any act upon such property in violation of law, to cultivate, irrigate, fertilize, fumigate and prune, and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or, to, any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company or, to, any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any sale held hereunder pursuant to the foreclosure of this Mortgage.

(4) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such coverage as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby.

(5) **Taxes and Other Sums Due.** To pay, satisfy and discharge, (a) at least ten (10) days before delinquency, all general and special Taxes affecting such property, (b) when due, all special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amounts become due, (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior hereto, (2) all costs, fees and expenses of this whether or not described herein, (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made, (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower; (5) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold; and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower is or may be entitled.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any item thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, including, but not limited to, the postponement of the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days' written notice to be given to Borrower by Lender; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) Impounds. To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise: (a) for injury or damage to such property or in connection with any condemnation for public use or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with anything affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(B) Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use of or injury to such property for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any acceleration clause contained in this Note.

(9) **Litigation.** Borrower shall defend this trust in any action or proceeding purporting to affect such property whether or not it affects the first interest purporting to affect the land hereof and shall file and prosecute all necessary claims, and actions to prevent or recover for any damage to or destruction of such property, and Lender is hereby authorized, without obligation as to day, to prosecute suit or defend any such action, whether or brought by or against Borrower or Lender, or with or without suit, in the exercise of enforcement other right, remedy or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding, and Lender may appear at or serve in any action or proceeding, and retain counsel therein, and take such action therein as either may be deemed necessary, or advisable, and may settle, compromise or pay the same or any other claim, and in so doing, may expend and advance such sum of money as either may deem necessary. Whether or not Borrower appears or defends, Borrower on demand shall pay all costs and expenses of Lender including costs of evidence of title, in any such action or proceeding in which Lender may appear by virtue of this or otherwise, a party defendant or otherwise, and irrespective of whether the interest of Lender in such property or the respective rights hereunder may be affected by such action, including, but not limited to, any action for the condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

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

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10.10 Prepayment Charge. Should any party entitled to receive payment hereunder provide any fee for prepayment of any of the indebtedness secured hereby, or for any other fee relating thereto, it shall have the right to deduct any obligation secured hereby, and Lender, by reason thereof, shall have an immediate subrogation right hereby, in immediate, due and payable.

12.21 Failure of Borrower to Comply with Mortgage. If holder of mortgage fails to make any payment, or fails to do any act required in this Mortgage, or fails to perform any obligation imposed by the Mortgage or doing any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender has the right of repossession of the property and without notice or demand upon Borrower and without releasing Borrower from any obligation of payment, may sell or otherwise dispose of all or any part of the amount of the sum may, can pay or do the same in any manner and to any extent as may seem necessary to protect the interest of Lender or for being authorized to enter upon such property and to sell, for the purpose of the day, full power to effect a sale thereat, reasonably close to the place of loan which in its judgment is or appears to be prior or in case of foreclosure in the exercise of such power, may incur any expense. Borrower agrees to repay any amount so expended on demand of Lender.

16. Sums Advanced to Buyer Interest and To Be Added to Indebtedness. I pay immediately upon demand any amount advanced or paid by Lender to Buyer interest or principal of the Mortgaged Property which sum until so repaid shall be no except to me and the interest from the date of day of day one part of the amount advanced by me may be adjusted from time to time as per last statement and shall such sum and interest thereon be charged by this Mortgagee.

4.4 Application of Funds. Consideration shall be given to the right of the general contractor to direct the manner in which payments or proceeds shall be applied upon or allocated during the course of a term, notwithstanding there were individual terms of application contained herein.

Section 10. Obligation of Borrower Joint and Several. Unless otherwise provided, each obligation of Borrower shall be the joint and several obligation of all of the co-Borrowers, jointly and severally.

(7) No Waivers by Lender. No event of default of any right under this Note or any other instrument or writing, whether by an order of any right granted to Lender under this Note or otherwise, shall affect or waive any writing, whether by an order deemed a waiver as to any future state of facts, in whole or in part, or the right of Lender to require payment of any amount due or to be due hereunder. By accepting payment of any sum secured hereby after its due date or by making any payment or performance in contemplation of a Borrower that is or was obligated hereunder, but failed to make or perform or to add any payment so made by Lender to the interest rates agreed hereby, Lender does not waive its right to require prompt payment when due of all other sums so payable, or to require payment and performance of all other acts required hereunder, or to declare a default, or to cause to be paid such other sums or to perform such acts as it may.

11(b) Modification in Writing: This Mortgage cannot be changed or modified except as otherwise provided in the Mortgage or by agreement in writing agreed by Borrower, Lender and notarized by Borrower and Lender.

1.16 Right to Collect and Receive Rents and Profits. If, within three days after notice hereof, Lender hereby grants space, seat or to Borrower to collect and receive rents and profits from any property which Lender may own or hold as security for the right to receive payment of any sum due and payable by Borrower to Lender, or if Lender is not given notice of the address, location, event, such person whom Lender may designate to receive the rents and profits or the collection of any unpaid indebtedness secured hereby or in the past, and in case of any agreement or understanding made by Lender in payment of any indebtedness secured hereby, Lender may at any time without notice or other demand, by action or otherwise, or by receipt of the appointment by the court, or by any other method of regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of such property, or any part thereof, make and enforce or modify leases, option and other contracts, set or modify rents, make or cause to be sold or otherwise collected the rents, income, issues and profits thereof and all those past due and unpaid, and apply the same, less expenses of operation and collection, upon any indebtedness secured hereby and in such order as Lender may determine, and except for set off application therefor shall not be liable to any person for the cost of or damage resulting from any rents, income, issues and profits, or the failure to collect any or all of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues and profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not create or waive any default or make any default hereunder or invalidate any act done pursuant to such notice.

20. Remedies. Notwithstanding, hereinafter provided, shall be exclusive of any other remedy herein or now or hereafter existing by law, it shall be cumulative. Every power, authority hereby given to Borrower or to Lender by, or in either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and each of them may pursue in one or more ways, or in Lender holds, any addition thereto for any obligation secured hereby, it may enforce the sale thereof at discretion either for cash or temporarily, or with or after any Mortgagee's sale made hereunder, and in any event of Borrower's failure to pay all or any part of any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby, the trustee so authorized and empowered shall option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness so created hereby, any and all sums of money or credits of his coming to Borrower and who shall be entitled to have in his possession, or any funds, control, including among other things, any moneys held by Lender under paragraph 18 hereof.

In order to ensure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligation assumed hereby as they become due.

(D) Foreclosure of Mortgage. When the indebtedness hereby created shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and deducted an additional amount for expenses of the foreclosing sale, expenditures, and expenses which may be paid or incurred by or on behalf of Lender or attorney(s) fees, appraisal fees, attorney's fees, court costs, and expenses incident to the preparation of papers, notices, and documents pertaining to the sale of the Property or any part thereof, and the amount of such pecuniary claim may be estimated in advance if the same cannot be ascertained after entry of the foreclosing judgment, after reasonable inquiry, necessary to the preparation and trial of the cause, and which may be had prior to the time of the sale, or judgment of the title by the trial of the Property. All expenditures, costs, expenses, and other items of this paragraph shall be paid by Lender in addition to all indebtedness secured hereby and shall be included in the sum payable with interest thereon at the rate specified in the Note. Such expenditures and expenses shall include expenditures made or incurred by another in my place or behalf who shall be a party thereto, plaintiff, claimant or defendant, by reason of the liability of my indebtedness, hereby assumed, or for the enforcement of any suit for foreclosure hereof, after acceleration, or right to foreclose, or whether or not it has commenced or is commenced, for the defense of any threatened suit or proceeding which may affect the Property or the security hereof, whether or not actually commenced, or any offset, or reduction of any past due indebtedness secured hereby. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosing proceedings, including all such items as are mentioned in this paragraph; second, all other items which under the terms hereof constitute indebtedness secured by this Mortgage; third, any sum due to Borrower, his legal representatives, or assigns, as their rights may appear.

(22) Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint receiver of the property or of any part thereof in possession. Such appointment may be made at any time after such filing, after notice to the claimant with a copy of the summons, or at any time at or before the time of trial or prior to trial by notice of the payment of the sum of [REDACTED] dollars as stated hereby and without regard to the then value of the property, whether there enough be between the amount of the sum so paid and the amount of the Mortgage in possession, shall have power to cause the property to be sold, and provide for the payment of the sum so paid, the amount of the Mortgage in possession, as well as damages, and, further, to cause a bill of sale to be made and delivered to the receiver, and to have and to receive the value of the amount so paid, the amount of the Mortgage in possession, and the amount of all other expenses, whether or not the same are otherwise recoverable, and to collect such rents, issues, and profits as fall to the property, whether or not the same are otherwise recoverable, and to pay over to the trustee from possession or control management and operation of the property, except the dividends arising from it. The court in which the action is brought, after notice to the claimant of the filing of the complaint, may appoint a receiver of the property or of any part thereof in possession, upon the payment of a sum held by either of them in payment of who ever is in possesstion of the indebtedness, and other sums so need hereby, or in payment of any taxes, costs, or expenses of this action, who may be a trustee, supervisor, or otherwise holder or superior to a defendant holding the Mortgage, provided that the amount so held by the person so named, and the amount so held by the receiver, shall not exceed the amount of the principal sum of the mortgage, and the interest thereon, and the amount of all other expenses, whether or not the same are otherwise recoverable, and to collect such rents, issues, and profits as fall to the property, except the dividends arising from it.

Waiver of Statute of Limitations. Lender agrees to waive all rights of action or defense of Borrower against Lender hereunder, and to the extent permissible by law, to waive any statute of limitations, whether now existing or hereafter created, with respect to any debt, demand or obligation secured hereby or any instrument executed by the Borrower for the purpose of perfecting this Mortgage or any right or remedy hereunder.

