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### COVENANTS Borrower and Linder covering and afree as April CO PY 7

- 1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest ion the indebtedness evidenced by the Note, together with any late charges or other charges imposed under this Note.
- 2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 25 of this Mortgage, then to interest payment on the Note, then to other charges payable under the Note, and then to the principal of the Note.
- 3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any prority over this Mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due, Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments, and other charges. Times, and impositions attributable to the Property and all encumbrances, charges loans, and here (other than any prior first mortgage) or deed of trust) on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents, if tiny. Borrower shall deliver to Lender, upon its request, receipts evidencing such payments.
- 4. HAZAFID INSURÂNCE. Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by tire, hazards included within the term "extended coverage," and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of: (a) the (naximuling naturally also displayed in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be uncoasonably withheld. All insurance policies and renewals thereof, shall be in a form acceptable to Lender and shill include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, died of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the purpour payment directly. Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other purson, Borrower shall supply copies of such to Lender within 10 calendar days after issuance.

In the event of loss. Borrower shall give prompt notice to the insurance camer and Lender. Lender may make proof of loss in not made promptly by Borrower.

Subject to the rights and terms of inly mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts criticated by Borrower or Lender under any Hazard insurance, policy may, at Lender's fiole discretion, either be applied to the indebtedness secured by this Mortgage and in such order as Lender may eletermice or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or make any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Eprower, or if Borrower fails to respond to Lender in writing within 30 calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance bianefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option inther to restoration or repair of the property or to the sums secured by this Mortgage.

If 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 such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY: LEASEHOLBS; CONDOMINIUMS; PLANNED UNIT DEVELOPMEINTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, olders, requirements, decrees, or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or distension of the Property, and shall fully and promptly comply with the provisions of any lease if this Morgage is on a leasuhold, if this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall promptly perform all of Sorrower's obligations under the declaration or covenants creating or governing the condominium or a planned unit development, and constituent documents, allows may be amended from time to time. If a dondominium or a planned unit development rider is executed by Borrower and recorded together with this Mortgage, this covenants and agreen ents 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 of this Mortgage.

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6. PROTECTION OF LET DEFTS SCOP TY THE prowe talk to perform the domains and egreements contained in this Mortgage or, in the Nutral to a sold or placed talk to perform the domains which discovered the formal to perform the rights of powers of Lender, then Lender the defined upon Borrower from any obligation in this Mortgage make such appearances, defend the action or proceeding, disburse, such sums, including reasonable afformers teles, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premisions required to maintain such insurance in effect until such time as the requirement for such insurance learning to applicable law.

Any amounts disbursed by Lendir pursuant to this paragraph 5, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebledness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in violing to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any allion hereunder and any action taken shall not release Borrower from any ebligation in this Mortgage.

- 7. INSPECTION, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emitrgency. Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. COLDEMNATION. The priceeds 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 the paid to Lendar, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condimination damages shall be made without Lender's prior written approval.
- 9. BORRI WER NOT RELEASED; ORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than a coording to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by 1 ander to any successor in interest of Borrower, or the waiver or failure to exercise any right granted in this Mortgage or under the Note shall not operate to release, in any manner, the fiability utilitie original Borrower. Borrower's successors in interest, or any guarantor or surety thereof. Lender shall not be required to commerce proceeding, against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Under shall not be deemed, by any act of ornission or commission, to have injured any of its rights or remedies under this Mortgage unless such waiver is in writing and signed by event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lende shall not be a waiver of Lender's right as otherwise provided in this Mortgage to acceptant the maturity of the indebtedness secured by this Mortgage in the event of Borrower's detault under this Mortgage or the Note.
- 10. SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL Like Intry: CO-SIGNERS. The coverants and agreements contained in this Mortgage shall bind, and the rights under his Mortgage shall uture to, the respective heirs, legalees, devisies, and assigns of Lender and Borrower subject to the provisions of paragraph Mortgage. All coverants and agreements of Borrower (or Borrower's successors, heirs, legalees, devisees, and assigns) shall be just and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, ia) is co-signing this Mortgage only to encumber that Borrower's intriget in the Property under the lien and terms of this Mortgage and to agrees that Lender and any other Borrower under this Mortgage may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of the Mortgage as to that Borrower's interest in the Property.
- 11. NOTIGES. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) provided for in this Mortgage shall be given by hand delivering it addressed to Borrower (or Borrower's successors, heirs, legatees, and assigns) at the Property Address or at such other address as Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) may designate by written notice to Londer as provided in this Mortgage; and (b) any notice to Lender shall be given by registered or certified mail to such address as Lender may designate by written notice to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) as provided in this Mortgage. Any nitice provided for in this Mortgage shall be deemed to have been given on the date hand relivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11.
- 12. GOM:RNING LAW, SEVER/BILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Projectly is located. The foregoing sentence shall not limit the applicability of tederal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegial, or unenforcidable by any court, such provision shall be defined stricken from this Mortgage and the balance of the Mortgage shall be construed as it such provision had never been included. As used in this Mortgage, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited in this Mortgage.
- 13. BORHOWER'S COPY. Becower, shall be termished a copy of the Note and of this Mortgage at the time of execution or lifter recordation of this Mortgage.

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14. REMEDIES CUMULATIVITY Lander shall examine a latter stripe and represent provided in this Mortgage and in the Note or which may be available to Lender by the and all such aghts and remedies shall be supplied which concurrent, and may be prinsped singly, successively, or together, at Lender's sole discretion, and may be exercised as often as occasion theretor shall occur.

#### 15. EVENTS OF DEFAULT

- a. Notice and Grace Period. An Event of Default will occur under this Mortgage upon the expiration of the applicable grace period, if any, after Lender gives written notice to Borrower of Borrower's breach or violation, and to provide Lender, during that trace period, if any, with evidence reasonably satisfactory to it of such cure to each dise, the grace period tegins to run on the day after the notice is given, and expires at 11:50 p.m. Certification of the last day of the piriod. If there is no grace period applicable to a particular breach or violation the Event of Default will occur under this Mortgage upon the giving of the abnive notice. Such notice shall be given to Borrower in accordance with paragraph 1, of this Mortgage and shall contain the following information: (1) the nature of the Borrower's breach or violation; (2) the action, if any, required or period to cure such breach or violation; (3) the lapplicable grace period, if any, during which such breach or violation must be cured; and (4) whether failure to cure such breach (it violation within the specified grace period, if any, will result in acceleration of the sure's secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if all (i) under applicable law, to reinstate his credit under this Mortgage after acceleration.
- Events of Dolault. Seit forth below is a list of events which, upon the lapse ≥ the applicable grace period of any, will constitute Events of Default. (Applicable grace periods are set forth parenthetically after each livient.) The events are: It Borrower fails to pay when due any amounts due under the Note or this Mortgage (30-day grace period); (2) Bollower fails to keep the covenants and other promises made in the Note (no grace periodii (3) Lender receives include knowledge that Borrower omitted material information in Borrower's credit application (no grace period) is made any false or misleading statements on Borrower's credit application (no grace period); (4) Borrower dissor changes his or her mantal status and transfers Borrower's interest in the Property to someone who either by is not also a signatory of the Note (no grace period), or (ii) is a signatory of the Note if such transfer, in Lendon's reasonable judgment, materially impairs the security for the credit described in the Note (no gibbe period); (6) Borrower tiles for bankruptey, or bankruptcy proceedings are instituted against Borrower and not discussed within 60 calendar days, under any provision of any state or federal bankruptcy law in effect at the time of tilling (no grace period); (6) Borrower makes an assignment for the benefit of his at hereconditors, becomes insolvent or becomes unable to meet his dr her obligations generally as they become due (no grace period). (7) Borrows: further encumbers the Property, or suffers a lien, clause of lien, or encumbrance against the Property (30-day grace period in which to remove the fien, claim or lien, or encumbrance); (8) Borrower defaults or an adjion is tited alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Bi rrower with priority in post of payment over the line of credit described in the Note on whose lien has or appears to have any pricing over the lien hereof (no grace period), or any other creditor (if Borrower attempts to for actual does) seize g, obtain a writ of attachment against the Property (no grace period); (9) Borrower tails to keep any other coverage contained in the Note or this Mortgage not otherwise specified in this paragraph 15 (10-day grace period, unlet's are fadure is by its nature not curable, in which case no grace period or, if another grace period is specified in the Note or this Mortgage that grace period shall prevail).
- of transfers, or promises or dontracts to sell, convey assign, or ransfer, all or any part of the beneficial interest in the Trust. A any, of amends or terminates any ground leasts, effecting the Property, or if title to the Property, or any direct of indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation sale or transfer in any proceeding to foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare, all indebtedness secured by this Mortgage to be immediately due and payable as set forth in the Note. Failure to pay such indebtedness within 30 days after the notice to Borrower of such acceleration shall constitute an Event of Default.

As an alternative to declaring all sums secured by this Mortgage to be immediately due and payable, Lender may waissorith ription to accelerate and agree in writing, prior to close of the sale or transfer or the promise to self or transfer to the transferee's assumption of the outstanding obligation under the Note on terms satisfactory to lender. Under's acceptance of the transferee's assumption of the obligation under the Note shall not release Borrower from any of its obligations under the Note and Mortgage, and Borrower shall assume the status of the guarantor of the Note until paid in full. Borrower understands that Lender will not permit the assumption of the outstandin balance under the Note in any event and will declare the entire outstanding principal balance plus accrued inherest and other charges due to be immediately due and payable (see paragraphy 17 of this Mortgage), unless (i) Approver has submitted to Lender a written acknowledgement from the transferees that the transferee has received (ii) a copy of the Note and Morrgage, and (b) notice of the amount of Borrower's outstanding principal balance, (ii) Borrower has submitted to Lender a written acknowledgement from transferee that transferee has received shich material and understands that Lender's security interest reflected by this Mortgage will remain on the Properly until the entire outstanding principal balance as of the date of such sale or transfer or promise. together with accrued interest anit other charges, is paid in full, finit Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthiness of the transferre as it a new loan wire being made to the transferre, and this Lender does not in its sole opinion. believe that (A) its security will the impaired or (B) a breach of any promise or agreement in this Mortgage will occur or (C) such transfer will permit the acceleration of any loan which has priority in right of payment over the indebte loss evidenced by the Note. The transferse and Borrower shall retain the right to repay the Note before the Dee Date, in whole or in part, at any time without premium or penalty.

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- ACCELERATION BELIES upor the emeline of an Event of Default, Lender may, at its sole option, declare all of the sums secured by this Mortgage to be immodiately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.
- 18. ASSIGNMENT OF RENTS APPOINTMENT OF RECEIVER: LENDER IN POSSESSION. As additional security under this Mortgage, Borrower hereby ssigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 17 of this Mortgage or the occurrence of an Event of Default under this Mortgage or abandonment of the Property. Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under partigraph 17 of this Mortgage, or abandonment, Lender, at any time without notice, in person, by agent, or by judicially appointed receiver, and without regard to adequacy of any security for the indetitedness secured by this Mortgage, shall elentified to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender or the reliever shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

- 19.1 RELEASE. Upon payment and discharge of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall réfease this Mortgage. Borrower shall pay all cost of recordation, if any,
- 20. REQUEST FOR NOUNCES. Borrower requests that copies of any notice of default be addressed to Borrower and tient to the Property Address. Lender requests that copies of notices of default, sale, and foreclosure from the holder of any lien which has priority over this Montgage be sent to Lender's address, as set forth on page one of the Montgage.
- 21. INCORPORATION OF TERM At or time terms conditions, and provisions of the Note are by this reference incorporated in this Mortgage as if set forth in full. Any Event of Default under the Note shall constitute an Event of Default under this Mortgage without further notice to Borrower.
  - 22. TIME OF ESSENCE. Time is of the essence of this Mortgage and the Note:
- 23. ACTUAL KNOWLEDGE For purposes of his Mortgage and the Note, Lender will not be deemed to have received actual knowledge of the information require. To be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at such address specified by Lender to Borrower. Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. It such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to their events or information not provided by Borrower under the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including, but not limited to. I court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the PReceived date-stamped on such written notice by Lender or Lender's agent.
- 24. TAXES. In thee vent of the passage after the date of the Mortgage of any law changing in any way the laws now in force for the taxission of mortgages, or debts secured thereby, c. the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.
- 25. WAIVER OF STATUTOF Y RIGHTS Borrower shall not and will not apply for or (vail itself of any homestead) appraisement, valuation, reder ption, stay, extension, or exemption laws, or any so-called "no ratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosury of this Mortgage, but hereogravious the benefit of such laws. Borrower, for itself and all who may claim through, or under it, waives any and all right to have the property and estates comprising the Property maishalted upon any consciousne of lien hereograph and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives, any and all rights of redemption from sale under any order of decree of foreclosure, pursuant to rights granted in this Mortgage, on behalf of the Mortgager and each and every person acquiring any interest in or little to the Property described in this Mortgage subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illimois law.
- 26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Note, there shall be allowed and included, as additional indebtedness in the judgment or decree, all extenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abslitacts of title, title searches and examinations, title insurance policies. Torrens certificates, and similar data any assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to endence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereby at the default interest rate.

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