

24. **TAXES.** In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or 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 STATUTES OF LIMITATION.** Borrower shall not claim any benefit of any "statute of limitations" or "statute of homestead," appraisalment, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives 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 marshalled upon any foreclosure of the lien hereof 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 or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois 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, the Agreement, or the Note there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures 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 abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence 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 thereon at the default interest rate.

27. **CAPTIONS; SUCCESSORS AND ASSIGNS.** The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28. **TRUSTEE EXCULPATION.** If this Mortgage is executed by a Trust

N/A

Trustee executes this Mortgage as Trustee as aforesaid, to the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

IF BORROWER IS AN INDIVIDUAL:

Carol A. Muskovsky
Individual Borrower Carol A. Muskovsky

Individual Borrower

Sidney Muskovsky
Individual Borrower Sidney Muskovsky

Individual Borrower

STATE OF ILLINOIS
COUNTY OF

{ SS. }

I, the **Sidney Muskovsky and Carol A. Muskovsky, husband and wife**, CERTIFY that
, personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right to homestead.

Given under my hand and official seal, this

16 day of January, 1987.

Arlene Freeman

Notary Public

Commission expires:

Nov 6 1987

IF BORROWER IS A TRUSTEE: N/A

not personally but solely as trustee as aforesaid

By: _____
Title: _____

APPEAL:

By _____
Title: _____

STATE OF ILLINOIS
COUNTY OF COOK { SS. }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, a corporation, and _____, President of _____, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, President and _____, Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, and the said _____, Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of _____, 198_____

Notary Public

Commission expires:

THIS INSTRUMENT PREPARED BY:

Janis A. Anderson
First National Bank of Lincolnshire
P.O. Box 777
Lincolnshire, Illinois 60015-0777
(312) 634-4200

UNOFFICIAL COPY

27 AT THE SAME TIME, WE RECEIVED A TELEGRAM FROM THE NATIONAL BANK OF ILLINOIS, CHICAGO, WHICH ADVISED US THAT THE
28 CREDIT HAD BEEN APPROVED AND THAT WE WOULD RECEIVE A TELEGRAM FROM THE BANK AS SOON AS INFORMATION CONCERNING
29 THE PURCHASE WAS RECEIVED. WE RECEIVED THIS TELEGRAM ON APRIL 13, 1943.

UNOFFICIAL COPY

11. NAME OF BUSINESS ENTITY: 11222 S 101 THE ESTATE IN THIS MORTGAGE; and the Plaintiff and Aggrieved

17. **THE SPONTANEOUS ORGANIZATION OF THERMOS.** All in the realm of organic combinations there prevail forces of a different nature

27. INTEGRATION OF THE AGREEMENTS AND CONDITIONS AND PROVISIONS OF THE CONTRACTS WITHIN THE AGREEMENT

Leads to rejections that depend on notices of default, sale and foreclosure from the holder of any loan which has priority over this MasterAgreement he sent to lenders.

and word and letter that delineate this morphology without change to its source material. However, such new pegs are redundant and unnecessary.

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Upon acceptance and delivery of title to the property, all rights, title and interest in and to the property shall vest in the buyer, subject to the terms and conditions contained in this Agreement. The buyer shall be liable to pay to the seller all amounts due and payable under this Agreement, including the earnest money deposit, until paid in full, and the buyer shall remain liable for payment of all amounts due and payable under this Agreement, including the earnest money deposit, until paid in full.

[the Credit Document](#)

An additional specific proportion, notwithstanding any other term of this Agreement, may invoke any of its remedies and/or terminate the term of this Agreement, if and to the extent that the Debtor, his, imminent insolvency and within notice, receives the time up to the occurrence of any event consummated or likely to occur which would reasonably be given in consideration of his or her or its debts, obligations and/or liabilities.

These paragraphs set forth the remedies available to a lessee under this lease if certain specific leasehold improvements are damaged or destroyed.

17 ACCURATELY, REMEDIES INCLUDING FREEZING THE LUNG, Upon the subsidence of the disease, which may be due to the removal of a portion

so that *Lander* believes that (A) is necessarily true. Lander's proof is as follows: (i) Assume that *Lander* is right and that *Landau* is wrong. Then there is some $n \in \mathbb{N}$ such that $\zeta(n) = 0$. Let $m = \min\{k \in \mathbb{N} : \zeta(k) = 0\}$. Then $\zeta(m-1) \neq 0$. Since $\zeta(m-1) \neq 0$, there is some $p \in \mathbb{P}$ such that $p \mid m-1$. But since $p \mid m-1$, it follows that $p \mid \zeta(m)$. This contradicts the fact that $\zeta(m) = 0$. Therefore, *Lander* is right and *Landau* is wrong.

As an alternative to defending all uses encouraged by this Message, a leader can choose to take a more restrictive approach. This can be done by emphasizing the need for careful consideration of the use of land, and by encouraging leaders to take a more active role in the planning process. This approach can help to ensure that the needs of all members of the community are taken into account, and can help to prevent conflicts over land use.

Tenant, if any, in each case without prejudice to his Masterage to be immediately surrendered to him under the circumstances of his non-payment of the Rent or otherwise as aforesaid.

16. TRANSFER OF THE PROPERTY

Grace Periods. Lenders of Bimini's, Inc. accounts shall receive funds immediately upon its request (in days) grace period beginning on date of Lender's request).

case no longer be held open, or, if another grace period is specified in the Credit Document, the grace period (10) day grace period, unless the result is by then a more favorable date than the original due date.

an adjustment period (7). The shorter the period, the greater the effect of price changes, because most of the purchases and sales of securities take place in the short term. The longer the period, the smaller the effect of price changes, because most of the purchases and sales of securities take place in the long term.

all the credit due to each individual, and to the public, for the care and attention given to the documents (no date period). (5) Borrower left his bankruptcy, but subsequently proceeded with his business as usual, and was never disturbed.

Any failure to receive a service or notice by delivery to the address specified in the agreement or to the last known address of the party to whom it is due, shall not affect the validity of the service or notice.

h. **Termination of Debutant.** Set forth below is a list of events which, upon the lapse of the applicable Grace Period, will constitute grounds for termination of Debutant.

widening must be used; and (2) the second, in any, requires the purchase of insurance to cover such damage or destruction of property as may result from the occurrence of any insured peril.

15. EVENTS OF DRAFTING

together, as Leiderer's rule describes, and may be exercised as often as occasion shall occur.

15. EVENTS OF DECEMBER

together, at least partly to determine, and may be exercised as often as occasion demands singly, successively or simultaneously, and with such rights and remedies as shall be cumulative and concurrent, and may be purged singly, successively or

13. BORROWER'S COPY. Borrower shall be furnished a copy of this Note and of this Mortgage at the time of execution or after demand hereof.

If Note Holder gives me such a notice pursuant to this paragraph 6, my right to any future advances under my line of credit will expire as of 12:01 a.m. Central time, on the eleventh (11th) calendar day after the notice is given. For example, if the notice is given on May 15, my right to future advances will expire at 12:01 a.m. on May 26. If it never becomes due, Note Holder's right to terminate my line, other than merely freezing it, will be obligated to repay my outstanding principal balance and all accrued interest and other charges imposed on my credit line, no later than one hundred and twenty (120) calendar days after the notice is given. If the notice extends the Note Period by freezing my line, rather than terminating it, I am not obligated to repay my outstanding principal balance until the Note Period begins. However, what Note Holder will still have the right, in accordance with and at the times specified in this Note, to give me a subsequent notice terminating my line entirely, thus advancing the date of principal repayment is due."

Covenants. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with and pursuant to the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges and other charges imposed under the 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 26 of this Mortgage, then to interest payable on the Note, then to other charges payable under the Agreement, 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 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 ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens (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 any, Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.

4. HAZARD INSURANCE. Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards (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 maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured 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 unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower 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 another person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

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

Subject to the policy and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amount collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied toward the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Lender and Borrower in this connection) and no such order as Lender may determine 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 waive any default arising under this Mortgage or validate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within thirty (30) calendar days to the date of notice mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to do any of the above and to collect and apply the insurance proceeds as Lender's sole option either to restoration or repair of the Property or to the same security this Mortgage.

If the Property is acquired by Lender, all rights, 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 funds received by the Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLD; CONDOMINIUM; PLANNED UNIT DEVELOPMENT. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, 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 or participate or deteriorate of the Property, and shall fully and promptly 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 promptly perform all of Borrower's obligations under the declaration, by-laws, creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as may be amended from time to time. 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.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform any covenants and agreements contained in this Mortgage or in the Credit Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorneys' fees, 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 premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amount disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, 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 action hereunder and any action taken shall not release Borrower from any obligation 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 emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. 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, 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 money 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 condemnation damages shall be made without Lender's prior written approval.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver of failure to exercise any right granted herein or under the Credit Documents shall not operate to release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender shall not be required to commence proceedings 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. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one 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 Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encumber that Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

11. NOTICES. 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 to, or by mailing such notice by registered or certified mail addressed to, Borrower (or Borrower's successors, heirs, legatees, devisees 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 Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at First National Bank of Lincolnshire, P.O. Box 777, Lincolnshire, Illinois, 60615-0777 or to such other address as Lender may designate on the monthly statement to Borrower (or to Borrower's successors, heirs, legatees, devisees and assigns which have provided Lender with written notice of their existence and address) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery 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. Notwithstanding the above, notice of Lender's change of address may be sent by regular mail.

12. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

