

UNOFFICIAL COPY

0 0 7 0 3 0 2

PARCEL 4:

LOT 1 (EXCEPT THE EAST 425 FEET THEREOF) IN GLENVIEW ACRES, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 WEST OF WAUKEGAN ROAD AND A PART OF THE EAST 60 RODS OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 28, 1922 AS DOCUMENT LR152787, IN COOK COUNTY, ILLINOIS;

14-53401

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID, AS CREATED BY GRANT FROM CLARENCE F. HERDRICH AND KATHRYN HERDRICH, HIS WIFE, TO WILLIAM GOLM AND MARY GOLM, HIS WIFE, AND ESTER M. KARRER DATED FEBRUARY 24, 1954 AND RECORDED MARCH 3, 1954 AS DOCUMENT 15B45637 FOR INGRESS AND EGRESS AND FOR THE INSTALLATION, USE, REPAIR AND MAINTENANCE OF PUBLIC UTILITIES OVER, UNDER AND ACROSS A STRIP OF LAND 40 FEET IN WIDTH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF WAUKEGAN ROAD, 200.11 FEET (AS MEASURED ALONG THE CENTER LINE OF SAID ROAD) NORTH OF THE SOUTH LINE OF LOT 7 IN KING'S SUBDIVISION AFORESAID; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 400 FEET; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF SAID ROAD, A DISTANCE OF 40 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, FOR A DISTANCE OF 400 FEET TO THE CENTER LINE OF SAID ROAD; THENCE SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Tax Numbers: 04-26-100-015
04-26-201-031
04-26-201-032
04-26-201-034

Volume: 133

3706302

UNOFFICIAL COPY

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

1942 Waukegan Road
Glenview, Illinois

LOT 1 IN MYCEK'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 2-1/2 ACRES OF A TRACT OF LAND, DESCRIBED AS FOLLOWS: COMMENCING 64 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 10 RODS, THENCE EAST 160 RODS, THENCE SOUTH 10 RODS, THENCE WEST 160 RODS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 04-26-201-024-0000

3706302

UNOFFICIAL COPY
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 7 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH LINE OF LOT 7 AND THE CENTER LINE OF WAUKEGAN ROAD; THENCE WEST ALONG THE SOUTH LINE OF LOT 7, 400 FEET; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF WAUKEGAN ROAD 200.11 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 7, 400 FEET TO THE CENTER LINE OF WAUKEGAN ROAD; THENCE SOUTH ALONG THE CENTER LINE 200.11 FEET TO THE POINT OF BEGINNING, ALL IN DILG'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AND THE WEST 4/10THS OF SAID NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 14.85 CHAINS LYING EAST OF THE NORTH BRANCH ROAD (WAUKEGAN ROAD) AND THE NORTH QUARTER LYING WEST OF SAID NORTH BRANCH ROAD (EXCEPT THE NORTH 10 CHAINS OF THE WEST 10 CHAINS THEREOF) OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF LOTS 7 AND 8 (TAKEN AS A TRACT) DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH LINE OF LOT 7, 400.0 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE CENTER LINE OF WAUKEGAN ROAD; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF WAUKEGAN ROAD, 434.04 FEET TO THE SOUTH LINE OF THE NORTH 220.0 FEET OF LOT 8; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 8, 273.49 FEET TO THE NORTH AND SOUTH CENTER LINE OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE SAID CENTER LINE OF SECTION 26, 433.98 FEET TO THE SOUTH LINE OF LOT 7; THENCE EAST ALONG SAID SOUTH LINE 252.07 FEET TO THE POINT OF BEGINNING; SAID LOTS 7 AND 8 BEING IN DILG'S SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 AND THE WEST 4/10THS OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 14.85 CHAINS LYING EAST OF THE NORTH BRANCH ROAD (WAUKEGAN ROAD) AND THE NORTH QUARTER LYING WEST OF SAID NORTH BRANCH ROAD, EXCEPT THE NORTH 10 CHAINS OF THE WEST 10 CHAINS THEREOF OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1902, AS DOCUMENT 3272364, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 3:

14-3403
THE EAST 425 FEET OF LOT 1 IN GLENVIEW ACRES, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 WEST OF THE WAUKEGAN ROAD AND A PART OF THE EAST 60 RODS OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 28, 1922, AS DOCUMENT LR152787, IN COOK COUNTY, ILLINOIS;

3706302

SLIP Legal description affects property on Certificate # 153901 & 153903 + other pp. - [Signature]

D-7 7-15-77.167
7/15-77-168

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 seized 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 life insurance policy insuring Lender's interest in the Property.

Property of Cook County

3706302

See legal description attached hereto as Exhibit "A" and incorporated herein by this reference, commonly known as 1942 and 2000 Waukegan Road, Glenview, Illinois.

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO MILLION FOUR HUNDRED SIXTEEN THOUSAND AND 00/100 (\$2,416,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated MAY 6, 1988 (herein "Note"), providing for payment of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 5, 1990; and

THIS MORTGAGE is made this 6th day of MAY 1988, between the Mortgagee, NBD Trust Company of Illinois, as Trustee under Trust No. 66-5879, a corporation organized and existing under the laws of State of Illinois, whose address is One South Northwest Hwy, Park Ridge, Illinois 60068 (herein "Lender"),

Mark M. Anderson
20 N. Wacker Dr.
Chicago, IL 60606

[Signature]

MORTGAGE

3706302

UNOFFICIAL COPY

UNIFORM COVENANTS, Borrower and Lender covenant and agrees 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 Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (hereby "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 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 taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full 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.** Unless 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 payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

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 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 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 faith contest 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 now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", 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 secured by this Mortgage.

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 premiums on insurance 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 Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without fourteen (14) calendar days prior written notice to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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 sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the 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 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

3706302

other covenants or agreements of Borrower contained in this Mortgage; (c) borrow or pay 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 Possession. 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 Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$. 0.

22. Release. Upon payment of all sums secured by this Mortgage, and upon payment of a reasonable release fee established by lender, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

EXCULPATORY CLAUSE ATTACHED HEREIN AND MADE A PART HEREOF

STATE OF ILLINOIS, County ss: I, a Notary Public in and for said county and state, do hereby certify that personally known 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.

3706302

THIS TRUST DEED is executed by the Citizens Bank & Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Citizens Bank & Trust Company) hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said principal note or interest coupons contained shall be construed as creating any liability on the said First Party or on said Citizens Bank & Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness resulting hereunder, or to perform any covenant either express or implied hereunder, in contained, all of such liability, if any being expressly waived by trustee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said Citizens Bank & Trust Company personally are concerned, the legal holder or holders of said principal note and interest coupons and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said principal note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF Citizens Bank & Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

In Witness Whereof borrower has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice-President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the of said corporation.

Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its NBD Trust Company of Illinois, as Trustee under Trust No. 66-5879 dated May 5, 1988

CORPORATE SEAL BY Merton E. Sarvey VICE PRESIDENT ATTEST Catherine Talano ASST. SECRETARY

STATE OF ILLINOIS, County of COOK ss. I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Merton E. Sarvey, Vice President of the NBD Trust Company of Illinois and Catherine Talano, Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of the said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of May, A. D. 19 88. Trustee Mary C. Roberts NOTARY PUBLIC

NAME NBD PARK RIDGE BANK, Randy A. Sutton STREET One South Northwest Highway CITY Park Ridge, Illinois 60068 OR INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 105

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE 1942 and 2000 Waukegan Road Glenview, Illinois

3706302

DELIVER

706302

3706302

3706302

3706302

UNOFFICIAL COPY

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 variance 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 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 settle a claim 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 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.

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

11. Forfeiture Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise affected by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The pro-curement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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 equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound. Joint and Several Liability. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, 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 covenants and provisions of the paragraphs of this Mortgage 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 applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by certified mail such notice by mail as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as has 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 governing 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 applicable law, such conflict shall not affect the provision of the 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 certified copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If Borrower sells, leases, conveys, assigns, pledges, mortgages, or otherwise encumbers or transfers the Property or any beneficial interest therein, in any part thereof, ceases to occupy the Property, or enters into an agreement for any of the foregoing without Lender's prior written consent, including (a) the creation of a lien or encumbrance 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 a lease not exceeding one year and not containing a right to extend the term or option to purchase, Lender shall have the right, at its option and without notice to Borrower, without limitation of any other of Lender's rights and remedies hereunder, upon the occurrence hereof, to declare the entire indebtedness secured hereby immediately due and payable. Lender's consent to any of the foregoing shall not be deemed consent to any subsequent sale, lease, conveyance, assignment, pledge or other encumbrance or transfer of the Property. If Borrower is a corporation, any dissolution, merger, consolidation or other reorganization of Borrower, or the sale, assignment or other transfer of more than 30% of the capital stock of Borrower shall be deemed a voluntary assignment of this Mortgage and subject to the provisions of this paragraph, Lender shall have a second option to accelerate if, prior to the sale or transfer, 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 rate 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. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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 Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which a 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 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 cured on or before the date specified in the notice, Lender at Lender's option 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 costs 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 covenants, conditions, and covenants of document, abstracts and title reports.

20396076