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UNOFFICIAL COP1/230 American National Bank of Libertyville

P.O. Bas B/12x S. Miluanika: Aus /140 W. Cook Aus /Liberyedk, Binzis 60048-1425 (312) 343-3400 Home Line Mortgage

THIS MORTGAGE is made this 201	thday ofMay	19 <u>88</u> between 1	IOHN L. LOSOLIADRO
and JEAN L. LOSQUADRO	O, his wife of 21	21 Henley St. Glenyley	7.1 50025 ("Borrower")
and AMERICAN NATIONAL BANK OF	LIBERTYVILLE, a national bankin	g association, with offices at 1201 S	outh Milwaukee Avenue, Libertyville,
Illinois 60048 ("Bank").		•	•

WITNESSETH, that:

Borrower is indebted to Bank in the maximum principal sum of One hundred thousand 6 no/100 DOI	
(\$ 100,000,00), ("Principal"), or the aggregate amount of all Advances made by Bank pursuant to that certain Home Line Agreeme	nl and
Disclosure Statement ("Loan Agreement") between Bank and Borrower of even date herewith, whichever is less, which indebtedness is eviden	ced by
the Loan Agreement and the Horne Line Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the pr	incipa
balance of the indebtedness and all outstanding interest and charges, if not sooner paid or required to be paid pursuant to the Loan Agreeme	ent and
Mortgage, due and payable five (5) years from the date of this Mortgage. Said Note obligates Borrower to repay, with interest, any and all prese	int and
future indebtedness of Soirc wer for loans and financial accommodations at any time hereafter made or extended up to the Principal. The Note a	and the
Loan Agreement are incomprehed herein by reference.	

TO SECURE to Bank in (a) this repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and imodifications thereof, and as to the hote, not only the existing indebtedness but also such future advances as are made within twenty (20) years from the date hereof, to the same extent (a) if such future advances were made on the date of execution hereof, (b) the payment of all other sums, with interest, advanced in accordance hereof in protect the security of this Mortgage; and (c) the performance of the covernants and agreements of the Borrower for a hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in COOK.

County, Illinois hereby releasing and waiving all rights under and by virture of the Homestead Exemption Laws of the State of

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'Ninois: which has t	the common address of	2121 Monley St.,	Glenview, IL	60025	
-	EAST 20 ACMES OF THE	. D. RUGEN'S APOSTEON TO BLEE HORTHEAST 1/ OF HOUTHEAST 1	/4 OF SICTION 34. TOWN		
	42 MONTH, NAME 12,	EAST OF THE THIRD PRINCIPAL	MAIDIAN, IN COOK COM	MT, ————————	
	ILLINGIS.				

["Property Address"]; and the permanent index number of: U4-34-409-007 Volume 134

TOGETHER with all the improvements now or hereafter eracted on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, insurance and condemnation proceeds, 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 are hereinafter referred (o a) the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby con-eyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a privalent and/or mortgage from Borrower only to Glenview Guaranty Savings and Loan Association

dated June 9, 1976 and recorded as document number LR 288515%

The Borrower has the right to prepay the principal amount outstanding on the Note, in whole criz part, at any time during the term thereof, without penalty.

COVENANTS, Borrower and Bank covenant and agree as follows:

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest or the indebtedness evidenced by the Note, together with all other charges imposed under the Loan Agreement.
- 2. Funds for Taxes and Insurance. Upon execution of this Mortgage, Borrower shall evidence to Bank the existence and currency of an insurance and real estate tax reserve as described below, which may be on deposit with Borrower's first mortgage lender. If such a reserve has not been established, and subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly in at imments of principal and/or interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may altain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially a follow time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

Upon payment in full of all sums secured by this Mongage, Bank shall promptly refund to Borrower any Funds held by Bank. If under paragraph 17 hereof the property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sum secured by this Mongage.

- 3. Application of Psyments. Unless applicable law provides otherwise, all payments received by Bank under the Note, the Loan Agreement and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgage, then to any sums advanced by Bank to protect the security of this Mortgage, then to any sums chargeable under the Loan Agreement, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges, Liens. Borrower shall fully and timely perform all of the Borrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower represents that this is a valid second mortgage and that there is only one other lien on the property prior to this mortgage constituting a first mortgage on the property.

Borrower shall cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided in paragraph 2 hereof, or if not paid in such manner, by Sorrower making payment, when due, directly to the taxing or assessing authorities. Sorrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Sorrower shall promptly furnish to Bank receipts evidencing such payments.

Any act or omission of Borrower which, with the giving of notice or the passage of time, would constitute a default under any prior encumbrance, or under any ground lease to which this mortgage is subordinate, shall be a default under this mortgage. Borrower shall promptly deliver to Bank all notices received of any defaults or events of default under any prior encumbrance or ground lease. Borrower shall also keep the property free from mechanic's or other liens not expressly subordinate to the lien hereof.

be secured to the same extent as it wish was made on the date of this Montgage, and the favoried right is no outstanding indebtedness under the Loan Agreement shall not affect the priority of the lien of this Mortgage as its exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Loan Agreement, to the extent of the Credit Limit shown in the Note and Loan Agreement, plus all other amounts owing under the Loan Agreement and/or secured by or which may be secured by this Mortgage. 27. Authority to sign, if corporation. The execution of this mortgage has been duly authorized by the Borrower's board of directors. 28. The terms and conditions of all riders attached hereto, if any, are expressly incorporated herein by reference. IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Libertyville, Illinois. John L. Losquadro Jean L. Losquadro STATE OF ILLINOIS) **COUNTY OF** LAKE Marilyn M. Johnson John L. Losquadro and Jean L. Losquadro, his wife do hereby certify that... whose name signed, sealed and delivered the said instrument as Line1r free and voluntary personally known to me to be the same person S. this day in person and acknowledged that they act, for the uses and purposes therein set forth. GIVEN under my hand and notarial seat this .20th "OFFICENE STAL" THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO: Mailyn M. Johnson AMERICAN NATIONAL BANK OF LIBERTYVILLE Molary Public, State of Illinois 1201 South Milwaukee Avenue Libertyville, Illinois 60048 My Commission Expires 3/1/92 70X 169 (312) 362-1600 Address

Borrower shall also pay or cause to be paid when due all water, sewer artifothing charges, rines and impositions applicutable to the property which

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by lire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as the Bank may require. Borrower shall maintain Hazard insurance for the term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (a) the maximum insurable value of the Property or (b) the maximum amount of the line of credit evidenced by the Note and secured by this Mortgage, plus the amount of

may gain priority over this Mortgage, and provide satisfactory evidence of said payment immediately after their due date.

any obligation secured in priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Paragraph 2 hereol, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereol shall be in a form acceptable to the Bank and shall include a standard mortgage clause acceptable to the Bank and shall provide for thirty (30) days written notice to Lender prior to cancellation or material change in coverage. Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any mortgage,, deed of trust or other security agreement with a tien that has or appears to have priority over this Mortgage. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this Mortgage, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically teasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Borrower abandons the Property, or if Borrower fails to respond to Bank within 30 days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim, Bank is authorized to collect and apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the

sums secured by this Morigage.

If under paragraph 18 here of the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage of the Property prior to the sale or acquisition shall pass to Bank 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 in pairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on leasehold. Borrower shall promptly restore or rebuild any buildings or improvements now or hereafter on the property which may become damaged or destroyed. Borrower shall comply with all requirements of law or municipal ordinances with respect to the use, operation and maintenance of the property, and shall make no material alterations in said property except as required by law or municipal ordinance, or otherwise without the prior written consent of Bank. 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 of governing the condominium or planned unit development, the by-laws and regulations of the 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 any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or deceler, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' fees, entry upon the property to make repairs, full or partisar ayment or discharge of prior encumbrances, payment, settling or discharge of lax liens, payment of ground rents (if any), and procurement of inautance. Bank, in making said authorized payments of taxes and assessments may do so in accordance with any bill, statement or estimate procurer from the appropriate public office without inquiry into the accurancy of the same or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium, required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's villan agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hore. If not paid in such manner, by Borrower making payment when due, directly to the insurance carrier.

Any amount disbursed by Bank pursuant to this pargraph 7, with interest thereon, at the rate applicable under the Note and Loan Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph of 7 interests to incur any expense or take any action hereunder, and inaction by Bank shall never be considered a waiver of any right account of Bank on account of any

provision in this paragraph.

8. Inspection. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided the count shall give Borrower

notice prior to any such inspection specifying reasonable cause therefore related to Lender's Interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank, 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. Bank is hereby irrevocably authorized to collect the proceeds, and at Bank's sole discretion, to apply said proceeds either to restoration or repair of the property or to sums secured by this mortgage. No settlement for condemnation damages shall be made without Bank's prior written approval.

10. Borrower Not Released. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment terms of the sum secured by this Mortgage granted by Bank to Borrower or 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. Bank 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. Forbearance by Lender Not a Waiver. Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Bank to protect the security of this Mortgage, as authorized by paragraph 7 including but not limited to the procurement of insurance, the pyament of taxes or other liens, rents or charges, or the making of repairs shall not be a waiver of Bank'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; Captions. The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective heirs, legatess, devisees, successors and assigns of the Bank and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mongage but does not

ecute the Loan Agreement (a) warrants his interest in Medicide by to Lender and tria page as a commodation with second by the terms of this Montgage or econd modation.

We have the second modern of the property of the prop ner Borrower hereunder may agree to extend, modify, forebear, or make any other second mode, the Borrower's interest in the property.

The Borrower hereunder may agree to extend, modify, forebear, or make any other had to be used to the provisions of the provisions and Agreement without Bank's consent and without releasing the Borrower or modifying his Modifying has been dead to the order or define the provisions and happings of the narrangon of this Modifying are for convenience only and are not to be used to interest or define the provisions are for convenience only and are not to be used to interest or define the provisions.

per Agraement without Benk's consent and without releasing the Borrower or modifying this Modified, as to be used to interpret or define the provisions are captions and headings of the paragraph of this Modified are for convenience only and are not to be used to interpret or define the provisions are rectified. ereol.

14. Notices. Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be
14. Notices. Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be
14. Notices. Except to the extent any notice addressed to Borrower at the Property Address or at such other address as Borrower may design at

- 14. Notices, Except to the extent any notice shall be required under applicable law to be given in anomer manner, (a) any notice to sorrower shall be given by hand delivery of by mailing such notice addressed to Borrower at the Property Address or at such other pank's artifices stated herein as to such particles by hand delivery of by mailing such notice addressed to Borrower at the Property Address or at such other Pank's artifices stated herein and the annumber to the Rank shall be niven by cartificat mail to the Rank's artifices stated herein and the annumber to the Rank shall be niven by cartificat mail to the Rank's artifices stated herein. given by hand delivery of by making such notice addressed to borrower at the Property Address or at such omer address stated herein of to such by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by certified mail to the Bank's address stated herein or he date of delivery is other address as the Rank may decimate by notice to Rorrower as provided herein. Any notice to Rorrower shall be affective on the date of delivery
- by notice to me blank as provided herein, and tof any nonce to me blank shall be given by cermed mail to the blank's address stated herein or to such other address as the Bank may designate by notice to Borrower as provided herein. Any notice to Borrower shall be effective on the date of delivery if hand delivered or 3 daws after the date of mailing shown on any proof of service by mail. and delivered, or 3 days effer the date of mailing shown on any proof of service by mail.

 15. Governing Law: Severability. This mortgage shall be governed by Federal law and the law of Illinois, in the event that any provision or clause shall be governed by Federal law and the law of Illinois, in the event that any provision or clause shall be clearly provision or clause shall be clearly provision or clause shall be admirtned invalid identition or unenforced by any court such accuration or clause shall be admirtned invalid identition or unenforced by the first such accuration or clause shall be admirtned invalid identition or unenforced by the first such accuration or clause shall be admirtned invalid.
- 15. Governing Law: Severability. This mortgage shall be governed by Federal law and the law citillinois. In the event that any provision of clause of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause of this Mortgage or the Note which can be given affect without the confliction or oversions of this Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given affect without the confliction or oversions of this Mortgage and shall not affect other provisions of this Mortgage and shall not affect other provisions of this Mortgage and shall not affect other provisions of the Note which can be given by the confliction or oversions. this Mortgage or the Note shall be adjudged invalid, lilegal or unenforceable by any court, such provision or clause shall be deemed stricken from this end the Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and lothis end the Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and lothis end the Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and lothis end the Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and lothis end the Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions of this Mortgage or the Note which can be given effect without the conflicting provisions of this Mortgage or the Note which can be given effect without the conflicting provisions. vities address as the bank may be dale of mailing shown on any proof of service by mail.
- Morgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Morgage and the Note at edeclated to be severable. As used herein, "costs", "expenses", and "afformaty's tees" include all sums to the extent not prohibited by applicable law or limited harein.
- e extent not prohibited by applicable law or limited herein.

 16. Borrower's Copy. Borrower shall be given a copy of the Note, the Loan Agreement and this Mongage at the time of execution of after recordation and the standard of the stand the extent not prohibited by applicable law or limited herein.
- Breok.

 17. Transfer of the Property of a Beneficial Interest in Borrower, it shall be an immediate default hereunder if, without the prior written consent of a neutral or narmit and any which consent shall be arranged as all orders a shall be arranged as withhold at Rank's entered discretion. Removed shall be accepted for withhold at Rank's entered discretion. Bank, which consent shall be graffied of withheld at Bank's sole discretion, Borrower shall create, effect or consent to or shall suffer or examination and transfer than plants and the final transfer transfer than plants.
- Bank, which consent shall be granted or withheld at bank's sole discretion, borrower shall create, effect of consent to or shall suiter or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest of entire at the property of the property and have not the property of the property and have not therefore the terminal or interest therein for it all or a continual than banklicular interest of entire to the property of the property and have not therefore the property of the prop i, sale (including institute and sale), assignment, transfer, lien, piedge, mortgage, security interest of other encumbrance or alienation.
 "Transfer") of the Property ix any part thereof or interest therein (or if all or a portion of the property is any part thereof are interest the antire unneitheatened including interest immediately due to the property in any part thereof or interest the antire unneitheatened including interest immediately due to the property of the property is any part thereof or interest the antire unneitheatened including interest immediately due to the property of the propert [collectively "Transfer"] of the Proporty ix any part thereof or interest therein (or it all or a portion (a) the beneficial interest of Botrower is, transfer of when Borrower is not a natural person). The event of such default, Bank may declare the entire unpaid balance, including interest, immediately due when Borrower is not a natural person). The event of such default, Bank may declare the entire unpaid balance, including interest, immediately due when Borrower is not a natural person). The event of such default, Bank may declare the entire unpaid balance, including interest, immediately due when Bank may declare the entire unpaid balance, including interest, immediately due when Bank may declare the entire unpaid balance, including interest, immediately due when Bank may declare the entire unpaid balance, including interest, immediately due when Bank may declare the entire unpaid balance, including interest, immediately due when Bank may declare the entire unpaid balance, including interest, immediately due to the entire unpaid balance, including interest, immediately due to the entire unpaid balance, including interest, in

when borrower is not a natural person). If the event of such detaun, bank may declare the entire unpaid balance, including imerest, immediately due and payable, provided, however, that the for cooling provisions of this Paragraph 1.7 shall not apply to the filen of current taxes and assessments not yet and payable, provided, however, that the for cooling provisions of this Paragraph to Paragr and payable, provided, nowever, that the for going provisions of this Haragraph 1 / shall not apply to the tien of current axes and assessing and payable. This option shall not be exarcised by Bank if exercise is prohibited by Federal Law as of the date of this Mortgage.

I thou available of this option Bank shall not be exercised by Bank if exercise is prohibited by Federal Law as of the date of this Mortgage. ue and payable. This option shall not be exercised by Bank it exercise is prohibited by Federal Law as of the date of this Morgage.

Upon exercise of this option, Bank shall give Surrower notice of acceleration. This notice shall provide a period of not less than 14 days from the date. Upon exercise of this option, Bank shall give Surrower notice of acceleration. This notice has not he haid all sums carried by the partners must not not reuse to be not daily sums carried by the partners of the notice has defined in narrower by the partners of the notice has defined in narrower by the partners of the notice has defined in narrower by the partners of the notice has defined in narrower by the partners of the notice has defined in narrower by the partners of the notice has defined in narrower by the partners of the notice has defined in narrower by the partners of the notice of the notice has not been defined in narrower by the partners of the notice of the notice has not been defined in narrower by the partners of the notice of the notice has not been defined in narrower by the narrower by the nation of the national last defined in narrower by the national last defined in the national last

Upon exercise of this option, Bank shall give sometiment of acceleration. This natice shall provide a period of not less than 14 days from the Mortgage.

of service of the notice (as defined in paragraph) is hereof) within which Borrower must pay or cause to be paid all sums secured by this Mortgage.

It was tailure to new or named to be naid said sums have to the expiration of said 14 day named. Rank may invoke any remedies named to the naid said sums for the beautiful to the expiration of said 14 day named. of service of the notice (as defined in paragraph 15 hereof) within which sorrower must pay or cause to be paid all sums secured by this upon failure to pay or cause to be paid said sums of the expiration of said 14 day period, Bank may invoke any temedies permitted by this Modeane without any further notice or demand on Rorrower.

18. Detault Acceleration.
(a) "DEFAULT" means any one or more of the following profits, conditions or acts: (i) a Detault occurs under the terms of the Loan Agreement or the last of the following profits and any term provision coverant condition or acreement contained in this was secured hereby as defined in said 1 can Agreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of any term provision coverant condition or acreement or the fill a breach of acreement or the fill a breach of acreement or the fill a breach of a b (a) "DEFAULT" means any one or more of the tolkewing ments, conditions or acts: (i) a Delaut occurs under the terms of the Loan Agreement or the note secured hereby as defined in said Loan Agreement or Number (iii) a breach of any term, provision, coverant, condition or agreement contained in this Mortnage necurs Mortgage without any further notice or demand on Borrower. event of a detault, then:

(1) All sums secured hereby shall, at the option of Bank, become immediately due and payable without notice, with interest thereon, from the late of the first of any such detaulter unless a neutral of antibo is anachied in the first of any such detaulter unless a neutral of antibo is anachied in the first of any such detaulter unless a neutral of antibo is anachied in the first of any such detaulter unless a neutral of antibo is anachied in the first of any such detaulter.

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- (b) The event of a default, then:
- als of the first of any such delaults, unless a period of notice is specified in the Note; and

 [2] Bank may immediately foreclose this Mortgage. The Cot if it which any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending for that purpose may, at once or at any proceeding is pending in that purpose may, at once or at any proceeding is pending in the purpose may. (2) bank may immediately foreclose this Mongage. The bol fill which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Bottower, and without requiring bond, and without repaid to the their value of the manusce of insolvency of any careon table for navment of the indehterness, and read hereby, and without repaid to the their value of the indehterness, and read hereby, and without repaid to the their value of the indehterness. date of the first of any such defaults, unless a period of notice is specified in the Note, and time mereatier, either before or after sale, without notice to Borrower, and without requiring bond, and without regard to the premises, or insolvency of any person liable for payment of the indebtegness served hereby, and without regard to the their value of the premises, or insolvency of any person liable for payment of the indebtegness served hereby, and without regard to the their value of the premises, or insolvency of any person liable for payment of the indebtegness served hereby, and without requiring bond, and without regard to the premises, or insolvency of any person liable for payment of the indebtegness served hereby, and without requiring bond, and without regard to the solvency of the premises, or insolvency of any person liable for payment of the indebtegness served hereby.
 - insolvency of any person liable for payment of the indeptedness additional provisions for the appointment of a receiver and assignment of whether the same shall be occupied as a Homestead, appoint a receiver the heart of Bank, with notice the rest rectangle of the same shall be occupied as a Homestead, appoint a receiver the heart of Bank, with notice the rest rectangle of Bank, with notice the rest rest of the heart of Bank, with notice the rest of the heart of Bank, with notice the rest of the same shall be occupied as a Homestead, appoint a rest of the heart of Bank, with notice the rest of the same shall be occupied as a Homestead, appoint a rest of the heart of Bank, with notice the same shall be occupied as a Homestead, appoint a rest of the same shall be occupied as a Homestead, appoint a rest of the same shall be occupied as a Homestead, appoint a rest of the same shall be occupied as a Homestead, appoint a rest of the same shall be occupied as a Homestead, appoint a rest of the same shall be occupied as a Homestead, appoint a rest of the same shall be occupied as a Homestead, appoint a rest of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same shall be occupied as a Homestead section of the same se whether the same shall be occupied as a Homestead, appoint a receiver the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is reade), for the benefit of Bank, with power to collect the rents being an express condition upon which the loan hereby secured is reade), for the full statutions carried at radiameter not the practice of the practices due and to become due during such forestines are suit and the full statutions carried at radiameters and to become due during such forestines are suit and the full statutions. rems being an express condition upon which the iden hereby secured is friedel, for the benefit of thank, with power to collect the rents landing and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption not withstanding and profits of the premises, due and to become due, during such foreclosure and may not profit in the management and crofits when collected may not premises, due and to become due, during such profits when collected may not premise the management and crofits when collected may not premise the management and profits when the management and pr and profits of the premises, due and to become due, during such foreclosure star and the full statutory period of redemption notwinstancing any redemption. The receiver, out of such refils, issues and profits when collected may pay costs incurred in the management and due or there are the remainder and incurrence than due or there are the promises and profits and are and the profits and other children and incurrence than due or there are the profits and other children and incurrence than due or there are the profits and other children and incurrence than due or the profits and other children and incurrence than due or the profits and other children and incurrence than due or the profits and other children a any redemption. The receiver, out of such refits, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, we've and office triffices and insurance executed hereby and taxes are many part of the indebtedness executed hereby and may make and new for any necessary received and may make and new for any necessary received to the oranges and may have and new for any necessary received to the oranges and may make and new for any necessary received to the oranges and may make and new for any necessary received to the oranges. of the premises, prior and co-ordinate lians, if any, and taxes, assessments, we've and other utilities and insurance, then due or increated by the account of the premises, and many part of the independences secured hereing and many make and pay for any necessary repairs to the premises, and may make and pay for any necessary repairs to the premises, and may make and pay for any necessary repairs to the premises, and may make and pay for any necessary repairs to the premises, and may make and pay for any necessary repairs to the premises, and may make and pay for any necessary repairs to the premises. accruing, and may make and pay for any necessary repairs to the premises, and may be any pan of the indeptedness secured nereby of any deficiency decree, and Bank shall be entitled to collect in the event of foreclosure. All expenses of foreclosure, including without limitation any deficiency decree, and Bank shall be entitled to collect in the event of foreclosure. The united which chall become additional independent and the collections which chall be collected and the collections are collected as a decrease are collected as a decrease and the collections are collected as a decrease and the collections are collected as a decrease and the collections are collected as a decrease are collected as a decrease are collected as a decrease are any deliciency decree; and bank shall be entined to collect in the event of foreclosure, all expenses of foreclosure, including without limitally indebtedness reasonable afforeast fees, costs of documentary evidence, abstracts and title reports all of which shall become additional indebtedness abouted by this Mortnane.
 - secured by this mongage.

 19. Assignment of Rents: Appointment of Receiver; Bank in Possession. As additional security hereunder, Borrower hereby assigns to Bank the property. ints of the Property.

 Upon acceleration pursuant to the terms hereof, or abandonment of the Property, and without further are a the property and the property rents of the Property.

Upon acceleration pursuant to the terms hereof, or abandonment of the Property, and without runners to the Property and to collect the rents of the Property and the Prope nave a receiver appointed by a countro enter upon, take possession of and manage the Property and to collect the rents of the Property including the past due. Said receiver shall have the power to collect said rents from the time of acceleration through the policy to payment of the nosts of rents and the rents of the renaiver shall be applied the shall have the power to collect said rents notificated by Bank or the renaiver shall be applied the shall have the power to collect said rents notificated by Bank or the renaiver shall be applied the shall have the power to collect said rents notificated by Bank or the renaiver shall be applied the shall be applied the shall be applied to the shall statution of the shall statution of the shall be applied to the shall statution of the shall be applied to the shall be ap past due. Said receiver shall have the power to collect said rents from the time of acceleration through the period of payment of the costs of opera during the full statutory period of redemption, if any. All rents collected by Bank or the receiver shall be applied in the costs of opera during the full statutory period of redemption, if any. All rents collected by Bank or the receiver's feas incremiums on the cereiver's honds and reaction of rents. Including that not limited to receiver's feas incremiums on the collection of rents. during the full statutory period or redemption, if any. All rents collected by Bank or the receiver shall be applied here in payment of the costs of opera and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the entire and anticolour and the renewal shall be trable to account only for those rante actually received and management of the Property and collection of rents, including, but not limited to, receiver shall be trable to account only for those rante actually received and management of the Property and collection of rents, including, but not limited to, receiver shall be applied here. and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums arriccious and reason attorneys' fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rants actually receiver and the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rants actually receiver and the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rants actually receivers.

Time of Ference Time is in the assence of this Mortgage. 20. Time of Essence. Time is of the essence of this Mongage, the Note and the Loan Agreement, Bank shall release this Mongage and termination of the Loan Agreement, Bank shall release this Mongage and termination of the Loan Agreement, Bank shall release this Mongage and termination of the Loan Agreement, Bank shall release this Mongage and termination of the Loan Agreement.

20. Pime of Essence, Time is of the essence of this Mongage and termination of the Loan Agreement.

21. Refease, Upon payment of all sums secured by this Mongage and termination of the Loan Agreement.

22. Washer of Mongage and Romower harabit washed all right of homographs in the Dromath. 20. Time of Essence. Time is of the essence of this Mongage, the Note and the Loan Agreement.

- 22 Waiver of Homestead, Borrower hereby waives all right of homestead examption in the Property.
- Waver of momesteed, borrower nereby waives all right of nomesteed examption in the moderny.

 23. Loan Charges, If the loan secured by this Mortgage is subject to a law which sets maximum charges and that law tall any cuch loan charges are the committeed time to the collected in connection with the loan exceed the committeed time to the collected in connection with the loan exceed the committeed time. 23. Loan Unarges, if the loan secured by this Mongage is subject to a law which sets maximum charges, and that law is finally interpreted so it interest or other loan charges collected in connection with the loan exceed the permitted limits, then; (a) any such loan charges interest or other loan charges collected in connection with the loan exceed the permitted limits, then; (a) any such loan charges collected by to be collected in connection with the loan exceeding and collected to the collected in connection with the loan exceeding and collected by the exceeding and the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected in connection with the loan exceeding and collected by the collected by interest or other loan charges collected to be collected in connection with the loan exceed the permitted limit, there (a) any such loan charges in reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Bottown which exceed by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Bottown which are maken the permitted limit, and (b) any sums already collected from Bottown which are summer to the permitted limit, and (b) any sums already collected from Bottown which are maken the permitted limit, and (b) any sums already collected from Bottown which exceeds the permitted limit, and (b) any sums already collected from Bottown which exceeds the permitted limit, and (b) any sums already collected from Bottown which exceeds the permitted limit, and (b) any sums already collected from Bottown which exceeds the permitted limit, and (b) any sums already collected from Bottown which exceeds the permitted limit, and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) any sums already collected from Bottown which exceeds the permitted limit and (b) and (b) and (b) a reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Hollack by making permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note of by making navinant to Romower. payment to Borrower.
 - ayment to Horrower.

 24. Legislation Affecting Lender's Rights, if enactment or expiration of applicable laws has the effect of rendering any provision of the Not 24. Legislation Affecting Lender's Rights, if enactment or expiration of applicable laws has the effect of rendering any provision of the Not 24. Legislation Affecting Lender's Rights, if enactment or expiration may require immediate nature of the other continuous continuous and the forms. As the continuous c 24. Legislation Affecting Lender's Hights, if enactment of expiration of applicable laws has the effect of relicional any provision of the Not Mortgage unenforceable according to its terms, 8ank, at its option, may require immediate payment in full of all sums secured by this Mortgage unenforceable according to its terms, 8ank, at its option, may require immediate payment in full of all sums secured by this Mortgage unenforceable according to its terms, 8ank, at its option, may require immediate payment in full of all sums secured by this Mortgage unenforceable according to its terms, 8ank, at its option, may require immediate payment in full of all sums secured by this Mortgage unenforceable according to its terms, 8ank, at its option, may require immediate payment in full of all sums secured by this Mortgage unenforceable according to its terms, 8ank, at its option, may require immediate payment in full of all sums secured by this Mortgage unenforceable according to its terms, 8ank, at its option, may require immediate payment in full of all sums secured by this secured by the secur Mortgage unentorceable according to its terms, bank, at its option, may require immediate payment in tuil of all sums secured by this Mortgage unentorceable according to its terms, bank, at its option, may require immediate payment in tuil of all sums secured by this second parameters and the second parameters are remarked by paragraph 18. If Bank exercises this option, Bank shall take steps specified in the second parameters are remarked by paragraph 18. If Bank exercises this option, Bank shall take steps specified in the second parameters are remarked by paragraph 18. If Bank exercises this option, Bank shall take steps specified in the second parameters.
 - eragraph 17.

 25. Home Improvement. Borrower shall fulfill all of his obligations under any home rehabilitation, improvement, repair, or other loan as
 which Engravement and anterinto with Gamb. Sonk at Bonk's ansign may require Engravement and deliver to Bamb. I have a Bonk at Bonk at Bonk and Bonk at Bonk at Bonk and Bonk at Bonk a 25. Home Improvement, Borrower Shall fulfill all of his obligations under any nome renablination, improvement, repair, or other loan at which Borrower may enter into with Bank. Bank, at Bank's option, may require Borrower to execute and deliver to Bank, in form acceptable to which Borrower may enter into with Bank. Bank, at Bank's option, may require Borrower to execute and deliver to Bank. In form acceptable to the parties who execute and the parties who execute and the parties who execute and the parties of t
 - which Borrower may enter into with Bank, Bank, at Bank's option, may require Borrower to execute and deriver to Bank, in form acceptable it.

 Which Borrower may enter into with Bank, Barrower may have against the parties who supply labor, materials or services in conse