

UNOFFICIAL COPY  
MORTGAGE

THIS MORTGAGE is made  
in joint tenancy  
(herein "Borrower"); and  
whose address is P. O.

Borrower, in consideration  
mortgages unto Lender and L  
VILLAGE  
State of Illinois:

LOT 194 IN H. ROY  
PART OF THE SOUTHE  
QUARTER OF SECTION  
THIRD PRINCIPAL ME

AKA: 730 S DUNTON,

\*\*2nd Mortgage\*\*

RY CO'S LAUDYMONT TERRACE, BEING A SUBDIVISION OF  
QUARTER OF SECTION 31, AND PART OF THE SOUTHWEST  
ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE  
MAN, IN COOK COUNTY, ILLINOIS.

INGTON HEIGHTS, ILLINOIS

3725911

Permanent Parcel No.: 03-3

which has the address of 730  
ARLINGTON HEIGHTS

TO HAVE AND TO HOLD such  
improvements now or hereafter  
or reversion in and to the be  
however to the rights and author  
oil, and gas rights and profits,  
fixtures now or hereafter attach  
be deemed to be and remain a  
said property (or the leaseholder  
"Property"; as to any property  
Code), this Mortgage is hereby  
a security interest in such Prop  
defined in the UCC);

To Secure to Lender on conditio  
the principal sum of U.S.\$  
sooner paid due and payable on  
accordance with this Mortgage  
agreements of Borrower containe

Notwithstanding anything to  
interest in and to the real prop  
after execution of this Mortgag  
with respect to a leasehold estate  
property, the lien of this Mortgage

Borrower covenants that Borrow  
grant, convey, and mortgage the  
Borrower covenants that Borrow  
demands, subject to encumbranc  
to partition or subdivide the Prop  
or change in any way the conditio

PREPAYMENT PENALTY: If th  
agree to pay a Prepayment Pen  
original Principal listed below

N/A	% if prepaid
N/A	% if prepaid
N/A	% if prepaid

9-020

DUNTON  
60005

(herein "Property Address");

y unto Lender and Lender's successors and assigns, forever, together with all the  
ed on the property, and all basements, rights, appurtenances, after-acquired title  
ways, streets, avenues, and alleys adjoining the Property, and rents (subject  
ven in this Mortgage to Lender to collect and apply such rents), royalties, mineral,  
water rights, and water stock, insurance and condemnation proceeds, and all  
the property, all of which, including replacements and additions thereto, shall  
of the property covered by this Mortgage; and all of the foregoing, together with  
state if this Mortgage is on a tract) are hereinafter referred to as the  
does not constitute a fixture (as such term is defined in the Uniform Commercial  
Code), this Mortgage is hereby  
a security interest in such Prop  
defined in the UCC);

the repayment of the indebtedness evidenced by a Note of even date herewith in  
00.00, with interest as stated therein, the principal balance of the indebtedness, if not  
22, 2003, the payment of all other sums, with interest thereon, advanced in  
rect the security of this Mortgage; and the performance of the covenants and  
this Mortgage and in the Note.

ntry herein, the Property shall include all of Borrower's right, title, and  
described above, whether such right, title, and interest is acquired before or  
specifically, and without limitation of the foregoing, if this Mortgage is given  
d by Borrower, and Borrower subsequently acquires a fee interest in the real  
attach to and include the fee interest acquired by Borrower.

the lawful owner of the estate in land hereby conveyed and has the right to  
ity, and that the Property is unencumbered except for encumbrances of record.  
ants and will defend generally the title to the Property against all claims and  
cord. Borrower covenants that Borrower will neither take nor permit any action  
or otherwise change the legal description of the Property or any part thereof,  
le of the Property or any part thereto.

is paid in full during one of the time periods set forth below, Borrowers  
Such Prepayment Penalty shall be in an amount equal to the percentage of  
being applicable to the period during which the prepayment occurs:

before	N/A	or	N/A	or
	N/A	but on or before	N/A	;
	N/A	but on or before	N/A	

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COVENANTS. Borrower and Lender covenant and agree as follows:

**1. PAYMENT OF PRINCIPAL**

**1. PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest accrued on the indebtedness evidenced by the Note, together with any late charges or other charges imposed under the Note.

**2. APPLICATION OF PAYMENT**

3. PRIOR MORTGAGES AND  
Borrower's obligations under  
appears to have any priority.  
Borrower shall pay or cause  
charges, fines, and imposi-  
(other than any prior first n-  
Mortgage, and leasehold pa-  
receipts evidencing such paym-

4. HAZARD INSURANCE  
on the Property insured against  
hazards (collectively referred  
to, for the entire term, as the No.  
of: (a) the maximum insurance  
plus the outstanding amounts  
amounts be less than the value  
policy".

The insurance carrier providing such approval shall not form acceptable to Lender as Lender. Lender shall have mortgage, deed of trust, or this Mortgage. If Borrower renewal notices and, if requested by Lender, all renewal notices renewals are held by any other after issuance.

In the event of loss, Borrower  
proof of loss if not made prompt

Subject to the rights and terms  
or appears to have any prior  
insurance policy may, at Lender's  
option, and in such order as Lender  
may designate, sell, lease or  
convey to Lender all or any part  
of the Property, and Lender is hereby  
notified that Lender may do so without  
notice.

If the Property is abandoned days from the date notice is given, Lender may apply insurance benefits, Lender's proceeds at Lender's sole option, to the Mortgage.

If the Property is acquired by  
and in and to the proceeds  
become the property of Lender  
acquisition.

**S. PRESERVATION AND DEVELOPMENTS.** Borrower's ordinances, orders, requirement the repair or restoration of any im waste or permit impairment provisions of any lease if this planned unit development. By covenants creating or governing condominium or a planned unit a condominium or a planned Mortgage, the covenants and all covenants and agreements of the

(D) INTEREST. Borrower shall promptly pay when due, in accordance with the terms of, on the indebtedness evidenced by the Note, together with any late charges or note.

(3) Unless applicable law requires otherwise, all payments received by Lender under this Note shall be applied by Lender first in payment of amounts payable to Lender by Borrower under the Mortgage, then to interest payment on the Note, then to other charges payable under the Note, and finally to principal of the Note.

**DEEDS OF TRUST; CHARGES; LIENS.** Borrower shall fully and timely perform all of mortgage, deed of trust, or other security agreement with a lien which has or his Mortgage, including Borrower's covenants to make any payments when due, is paid, at least 10 days before delinquency, all taxes, assessments, and other attributable to the Property and all encumbrances, charges, loans, and liens (deed or deed of trust) on the Property which may attain any priority over this is, or ground rents, if any. Borrower shall deliver to Lender, upon its request,

power shall, at its cost, keep the improvements now existing or hereafter erected by fire, hazards included within the term "extended coverage," and such other "Hazards" as Lender may require. Borrower shall maintain hazard insurance such other periods as Lender may require and in an amount equal to the lesser value of the Property; or (b) the amount of the credit secured by this Mortgage obligation secured in priority over this Mortgage, but in no event shall such be necessary to satisfy the coinsurance requirement contained in the insurance

insurance shall be chosen by Borrower subject to approval by Lender; provided, reasonably withheld. All insurance policies and renewals thereof shall be in, include a standard mortgage clause in favor of and in, a form acceptable to Lender to hold the policies and renewals thereof, subject to the terms of any security agreement with a lien which has or appears to have any priority over the premium payment directly. Borrower shall promptly furnish to Lender all Lender makes the premium payment directly, Borrower shall promptly furnish and, if requested by Lender, all receipts of paid premiums. If policies and person, Borrower shall supply copies of such to Lender within 10 calendar days

All give prompt notice to the insurance carrier and Lender. Lender may make Borrower.

any mortgage, deed, or trust, or other security agreement with a lien which has this Mortgage, the amounts collected by Borrower or Lender under any Hazard sole discretion, either be applied to the indebtedness secured by this Mortgage determine or be released to Borrower for use in repairing or reconstructing the vocabulary authorized to do any of the above. Such application or release shall be of default under this Mortgage, or invalidate any act done pursuant to such

Borrower, or if Borrower fails to respond to Lender in writing within 30 calendar days by Lender to Borrower that the insurance carrier offers to settle a claim for which Lender is specifically authorized to settle the claim and to collect and apply the insurance either to restoration or repair of the property or to the sums secured by this

\* all right, title, and interest of Borrower in and to any insurance policies resulting from damage to the Property prior to such sale or acquisition shall extent of the sums secured by this Mortgage immediately prior to such sale or

**E N A N C E O F P R O P E R T Y : L E A S E H O L D S ; C O N D O M I N I U M S ; P L A N N E D U N I T**  
improve and maintain the Property in compliance with applicable laws, statutes,  
rules, or regulations, shall keep the Property in good condition, and repair, including  
any damage or destruction, which may be caused by the Tenant, and shall not commit or permit  
any acts on the Property which may be damaged or destroyed, shall not commit or permit  
any acts which will cause deterioration of the Property, and shall fully and promptly comply with the  
terms of the leasehold. If this Mortgage is on a unit in a condominium or a  
condominium or a planned unit development, the by-laws and regulations of the  
unit, and constituent documents, all as may be amended from time to time. If  
a development rider is executed by Borrower and recorded together with this  
Mortgage, such rider shall be incorporated into and shall amend and supplement the  
Mortgage as if the rider were a part of this Mortgage.

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6. PROTECTION OF LENDER'S INTEREST IN PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Note, 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, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required Borrower to maintain such mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums thereon until such time as the requirement for such insurance terminates in accordance with Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, Borrower and Lender agree, Lender to Borrower require, 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 provided that, except in a reasonable cause thereto, Lender

8. CONDEMNATION. With any condemnation or are hereby assigned and security agreement with documents as may be irrevocably authorized to a manner and with the same insurance. No Settlement

9. BORROWER NOT RELEASED. by Lender of payments of secured by this Mortgage, exercise any right granted liability of the original Borrower shall not be required to otherwise modify payment Borrower and Borrower's shall to have waived any of its Lender. Any such waiver event shall not be construed as the payment of taxes, otherwise provided in this Mortgage, Borrower's default under the

10. SUCCESSORS AND ASSIGNS. contained in this Mortgage, successors, heirs, legatees, devisees, and assigns) shall the Note, (a) as co-signing and terms of this Mortgage under this Mortgage, and modify, forebear, or make that Borrower's consent

11. NOTICES. Except notice to Borrower (or Lender) Mortgage shall be given, (a) to heirs, legatees, devisees, and assigns) and (b) any notice to Lender designated by written notice provided in this Mortgage, date hand delivery is actual certified mail addressed as

12. GOVERNING LAW. the jurisdiction in which federal law to this Mortgage shall be unenforceable by any court, Mortgage shall be construed "expenses" and "attorneys' fees" in this Mortgage.

13. BORROWER'S CO-SIGNERS. Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation.

SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Note, 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, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required Borrower to maintain such mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums thereon until such time as the requirement for such insurance terminates in accordance with Lender's written agreement or applicable law.

pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, Borrower and Lender agree, Lender to Borrower require, incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

make or cause to be made reasonable entries upon and inspections of the Property, in emergency, Lender shall give Borrower notice prior to any such inspection specifying Lender's interest in the Property.

proceeds of any award or claim for damages, direct or consequential, in connection with the taking of the property, or part thereof, or for conveyance in lieu of condemnation, to be paid to Lender, subject to the terms of any mortgage, deed of trust, or other instrument which has priority over this Mortgage. Borrower agrees to execute such further instruments as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby released such moneys received or make settlement for such moneys in the same manner as provided in this Mortgage for disposition or settlement of proceeds of Hazard and Flood Insurance damages shall be made without Lender's prior written approval.

ORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance of payment according to the terms of the Note, modification in payment terms of the sums due by Lender to any successor in interest of Borrower, or the waiver or failure to collect on this Mortgage or under the Note shall not operate to release, in any manner, the original Borrower, successors in interest, or any guarantor or surety thereof. Lender may commence proceedings against such successor or refuse to extend time for payment or collect the sums secured by this Mortgage by reason of any demand made by the original Borrower or successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any rights under this Mortgage unless such waiver is in writing and signed by Lender, or applies only to that extent specifically set forth in the writing. A waiver as to one event shall not be a continuing or as a waiver as to any other event. The procurement of insurance or payment of 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 nonpayment of the Note.

14. BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective heirs, legatees, devisees, and assigns of Lender and Borrower, subject to the provisions of paragraph 16 of this Mortgage. All Borrowers, (a) as co-signing and terms of this Mortgage, but does not encumber that Borrower's interest in the Property under the lien of this Mortgage only to encumber that Borrower's interest in the Property under the lien to release homestead rights, if any, (b) is not personally liable on the Note or any other obligation under this Mortgage, unless that Lender and any other Borrower under this Mortgage may agree to extend, or make accommodations with regard to the terms of this Mortgage or the Note without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

any notice required under applicable law to be given in another manner: (a) any notice to Lender's successors, heirs, legatees, devisees, and assigns) provided for in this Mortgage, and delivering it addressed to Borrower (or Borrower's successors, heirs, legatees, devisees, and assigns) 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 in this Mortgage; (b) any notice to Lender by registered or certified mail to such address as Lender may designate by written notice to Lender as provided in this Mortgage; (c) any notice provided for in this Mortgage shall be deemed to have been given on the date or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as in this paragraph 11.

APPLICABILITY. The state and local laws applicable to this Mortgage shall be the laws of the state in which the property is located. The foregoing sentence shall not limit the applicability of this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal, or contrary to public policy, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall remain in full force and effect as if such provision had never been included. As used in this Mortgage, "costs," shall include all sums to the extent not prohibited by applicable law or limited in amount by statute.

Borrower shall be furnished a copy of the Note and of this Mortgage at the time of execution or after recordation.

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14. REMEDIES CUMULATIVE. Lender shall exercise all of the rights and remedies provided in this Mortgage and in the Note or which may be available to Lender by law; and all such rights and remedies shall be cumulative and may be singly, successively, or together, at Lender's sole discretion, and may be exercised as often as occasion shall occur.

#### **15. EVENTS OF DEFAULT**

a. Notice and Grace Period. The applicable grace period, if any, of Borrower's covenants will provide Lender, during that each case, the grace period of Time, on the last day of the month of Default will occur under the accordance with paragraph Borrower's breach or violation; (3) the applicable grace period failure to cure such breach the sums secured by this Note. Borrower of the right, if acceleration.

b. Events of Default. period, if any, will constitute each event.) The events are: (1) 30-day grace period); (2) Bank period); (3) Lender receives application (no grace period) grace period); (4) Borrower Property to someone who enters the Note if such transfer is described in the Note (no grace period); (5) A proceeding instituted against Borrower under bankruptcy law in effect at the time of his or her creditors, becomes due (no grace period); encumbrance against the Prop.; (8) Borrower defaults or an attempt is made by a creditor or securing an obligation of Note or whose lien has or a creditor of Borrower attempts a grace period); (9) Borrower fails to perform any of the obligations specified in this paragraph 11 in case no grace period or, if any, it prevails).

16. TRANSFER OF THE PROPERTY  
or transfers, or promises of interest in the Trust, if any, the Property, or any direct or involuntary, including without Lender shall be entitled to immediately secured by this Mortgage to be indebtedness within 30 days of Default.

As an alternative to declaring all waive its option to accelerate all or transfer, to the transferee's lender. Lender's acceptance of Borrower from any of its obligors, guarantor of the Note until paid outstanding balance under the Note accrued interest and other charges unless: (i) Borrower has submitted received (a) a copy of the Note balance, (ii) Borrower has submitted such material and under the Property until the entire cuts together with accrued interest and from the transferee a loan applies the transferee as if a new loan will believe that (A) its security will not occur or (C) such transfer will prior to the indebtedness evidenced by the before the Due Date, in whole or in

An Event of Default will occur under this Mortgage upon the expiration of the period Lender gives written notice to Borrower of Borrower's breach or violation of Note and upon Borrower's failure to cure such breach or violation, and to a period, if any, with evidence reasonably satisfactory to it of such cure, to run on the day after the notice is given, and expires at 11:59 p.m., Central Time. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur upon the giving of the above notice. Such notice shall be given to Borrower in this Mortgage and shall contain the following information: (1) the nature of the breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) any period during which such breach or violation must be cured; and (4) whether non-cure within the specified grace period, if any, will result in acceleration of the debt and the potential foreclosure of this Mortgage. The notice shall further inform Borrower under applicable law, to reinstate his credit under this Mortgage after

h below is a list of events which, upon the lapse of the applicable grace  
nts of Default. (Applicable grace periods are set forth parenthetically after  
orrower fails to pay when due any amounts due under the Note or this Mortgage  
fails to keep the covenants and other promises made in the Note (no grace  
knowledge that Borrower omitted material information in Borrower's credit  
any false or misleading statements on Borrower's credit application (no  
changes his or her marital status and transfers Borrower's interest in the  
s not also a signatory of the Note (no grace period), or (ii) is a signatory of  
er's reasonable judgment, materially impairs the security for the credit  
(no); (5) Borrower files for bankruptcy; or bankruptcy proceedings are  
mised within 60 calendar days, under any provision of any state or federal  
of filing (no grace period); (6) Borrower makes an assignment for the benefit  
solvent or becomes unable to meet his or her obligations generally as they  
Borrower further encumbers the Property, or suffers a lien, claim of lien, or  
day grace period in which to remove the lien, claim or lien, or encumbrance);  
is filed alleging a default under any credit instrument or mortgage evidencing  
with priority in right of payment over the line of credit described in the  
to have any priority over the lien hereof (no grace period), or any other  
actual does) seize or obtain a writ of attachment against the Property (no  
any other covenant contained in the Note or this Mortgage not otherwise  
day grace period, unless the failure is by its nature not curable, in which  
ace period is specified in the Note or this Mortgage that grace period shall

11. If the Borrower, or beneficiary of a Trust, if any, sells, conveys, assigns, or consents to sell, convey, assign, or transfer, all or any part of the beneficial interests or terminates any ground lease affecting the Property, or if title to any interest therein, is otherwise sold or transferred, voluntarily or non-sale or transfer in any proceeding for foreclosure or judicial sale of the Trust, if any, in each case without Lender's prior written consent, Lender may accelerate the amounts due under the Note and declare all indebtedness immediately due and payable as set forth in the Note. Failure to pay such notice to Borrower of such acceleration shall constitute an Event of

secured by this Mortgage to be immediately due and payable, Lender may file in writing, prior to close of the sale or transfer of the promise to sell option of the outstanding obligation under the Note on terms satisfactory to transferee's assumption of the obligation under the Note, shall not release under the Note and Mortgage, and Borrower shall assume the status of the Borrower understands that Lender will not permit the assumption of the any event and will declare the entire outstanding principal balance plus to be immediately due and payable (see paragraph 17 of this Mortgage), (a) a written acknowledgement from the transferees that the transferred has Mortgage, and (b) notice of the amount of Borrower's outstanding principal Lender a written acknowledgement from transferees that transferee has that Lender's security interest reflected by this Mortgage will remain on principal balance as of the date of such sale or transfer or promise, charges, is paid in full; (iii) Borrower causes to be submitted to Lender required by Lender so that Lender may evaluate the creditworthiness of being made to the transferee; and (iv) Lender does not, in its sole opinion, injured or (B) a breach of any promise or agreement in this Mortgage will The acceleration of any loan which has priority in right of payment over any time without premium or penalty.

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17. ACCELERATION; REMEDIES. Upon the occurrence of an Event of Default, Lender may, at its sole option, by this Mortgage to be immediately due and payable without further demand, and by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing any remedies provided in this paragraph 17, including, but not limited to,

**18. ASSIGNMENT OF RENT**

Mortgagee, Borrower hereby, paragraph 17 of this Mortgage, Property, Borrower shall be

Upon acceleration under person, by agent, or by judgment, indebtedness secured by Property, and in its own name collected by Lender or the receiver, the Property and collection bonds, and reasonable attorney's fees shall be entering upon and paid, and Lender shall not cure or waive any Event of Default pursuant to such notice.

19. RELEASE. Upon payment in full and void and Lender

20. REQUEST FOR ACTION  
and sent to the Property and  
the holder of any lien which is  
of the Mortgage.

21. INCORPORATION OF  
incorporated in this Mortgage.  
Event of Default under this Mo

22. TIME OF ESSENCE. T

25. ACTUAL KNOWLEDGE  
received actual knowledge or  
date of actual receipt of such  
conclusively determined by record  
not available, such date shall be  
written notice by Lender or Lender's  
agent under the Note, Lender will be  
receives a written notice of  
including, but not limited to,  
actual date of receipt shall be  
Lender or Lender's agent.

24. TAXES. In their vent laws now in force for the tax taxes, so as to affect the in taxes.

25. WAIVER OF STATUTE OF APPRAISEMENT, VALUATION, REDEEMING, EXISTING OR HEREAFTER ENACTED. Lender hereby waives the benefit of any and all right to have the same appraised and agrees that any such appraisal shall not be relied upon entirely. Borrower hereby waives the right to require the foreclosure, pursuant to right of foreclosure, acquiring any interest in or to the Mortgaged Property, and on behalf of all co-  
debtors.

26. EXPENSE OF LITIGATION  
of the Lender under this Mortgage,  
the judgment or decree, all expenses  
for attorneys' fees, appraisers,  
publication costs, survey costs,  
decree) of procuring all abstracts,  
certificates, and similar data and  
to prosecute such suit or to evict  
condition of the title to or value  
mentioned, and such expenses as  
the lien of this Mortgage, including  
affecting this Mortgage; the Note;  
proceeding or threatened suit on  
thereon at the default interest rate.

**APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security under this  
this to Lender the rents of the Property, provided that prior to acceleration under  
the occurrence of an Event of Default under this Mortgage or abandonment of the  
the right to collect and retain such rents as they become due and payable.

on 17 of this Mortgage, or abandonment, Lender, at any time without notice, in  
any appointed receiver, and without regard to adequacy of any security for the  
Mortgage, shall be entitled to enter upon, take possession of, and manage the  
Property for or collect the rents of the Property, including those past due. All rents  
shall be applied first to payment of the costs of operation and management of  
the Property, including, but not limited to, receiver's fees, premiums on receiver's  
notes, and then to the sums secured by this Mortgage. Lender and the receiver  
shall have full power to possess and collect the rents and to apply the rents to  
Default or notice of default under this Mortgage or invalidate any act done

and discharge of all sums secured by this Mortgage, this Mortgage shall become release this Mortgage. Borrower shall pay all cost of recordation, if any.

Borrower requests that copies of any notice of default be addressed to Borrower. Lender requests that copies of notices of default, sale, and foreclosure from title over this Mortgage be sent to Lender's address, as set forth on page one.

viii) All of the terms, conditions, and provisions of the Note are by this reference set forth in full. Any Event of Default under the Note shall constitute an without further notice to Borrower.

At the date of this Mortgage and the Note.

purposes of this Mortgage and the Note, Lender will not be deemed to have information required to be conveyed to Lender in writing by Borrower until the national at such address specified by Lender to Borrower. Such date shall be to the return receipt in possession of Borrower, if such return receipt is inclusively determined by reference to the "Received" date stamped on such agent. With regard to other events or information not provided by Borrower to have actual knowledge of such event or information as of the date Lender went or information from a source Lender reasonably believes to be reliable, or other governmental agency, institutional lender, or title company. The date by reference to the "Received" date stamped on such written notice by

if passage after the date of the Mortgage of any law changing in any way the mortgages, or debts secured thereby, or the manner of operation of such Lender, then and in such event Borrower shall pay the full amount of such

TS. Borrower shall not and will not apply for or avail itself of "any homestead, stay, extension, or exemption laws, or any so-called "moratorium laws," now or to prevent or hinder the enforcement or foreclosure of this Mortgage, but such laws. Borrower, for itself and all who may claim thereon or under it, waives all estates comprising the Property, marshalled upon any foreclosure of lien having jurisdiction to foreclose such lien may order the Property sold as an entirety and all rights of redemption from sale under any order or decree of law in this Mortgage; on behalf of the Mortgagor and each and every person in the Property described in this Mortgage, subsequent to the date of this instrument to the extent permitted by Illinois law.

any suit to foreclose the lien of this Mortgage or enforce any other remedy the Note, there shall be allowed and included, as additional indebtedness in costs and expenses which may be paid or incurred by or on behalf of Borrower outlays for documentary and expert evidence, stenographers' charges, costs (which may be estimated as to items to be expended after entry of the title, title searches and examinations, title insurance policies, Torrens documents with respect to title as Lender may deem reasonably necessary either to bidders at any sale which may be had pursuant to such decree the true title to the Property. All expenditures and expenses of the nature in this paragraph as may be incurred in the protection of said Property and the maintenance of the fees of any attorney employed by Lender in any litigation or proceeding concerning the Property or in preparation for the commencement or defense of any action, shall be immediately due and payable by Borrower, with interest

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27. CAPTIONS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit, or describe the scope or extent of this Mortgage. In this Mortgage, whenever the context so requires, the masculine gender includes the female, and the singular number includes the plural.

IN WITNESS WHEREOF, Borrower executed this Mortgage.

*Matthew V Vliet*  
MATTHEW V VLIET

7/22/88

Date:

*Sandra A Trost-Vliet*  
SANDRA A TROST-VLIET

7/22/88

Date:

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this date  
by MATTHEW V VLIET & SANDRA A TROST-VLIET, his wife,

July 22, 1988



*Frederick J. Klem*  
Notary Public

My Commission Expires:

This instrument prepared by: W. J. recorded Return to:

Wells Fargo Credit Corporation  
P. O. Box 34054  
Phoenix, Arizona 85067

WELLS FARGO CREDIT CORPORATION  
P. O. Box 69073  
Schaumburg, IL 60189-0073

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The image shows a document with a prominent watermark. The watermark is oriented diagonally from the top-left towards the bottom-right. It contains the text "Property of Cook County Clerk's Office" repeated twice in a large, semi-transparent serif font.

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Valle-Pazze Credit Corp.  
1759 E. Golf Rd., Ste. 150  
Schaumburg, Illinois 60173

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County C

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