MORTGAGE TO SECURE A REVOLVING CREDIT LOAN
THE MORTGAGE MAY GROUPE BORROWINGS MADES

SUBSEQUENT TO A TRANSFER OF THE PROPERTY	3739007
THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among	(herein "Barrower"),
st Security Federal Savings Bank whose address is 936 N Western, Chicago,	IL 60622 (herein "Lender").
Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages (t	inless Borrower is a Trust, in which event
er conveys, mortgages and quitclaims) unto Lender and Lender's successors and assigns the following described property loc	ated in the

Chicago _. County of _ Cook City of Lot 44 in Schorsch Forest View Unit 4, being a Subdivision of part of the Northwest of Section 14, Township, 40 North, Range 12, East of the Third Principal Meridian, According to Plat thereof Registered in Office of the Registrar of Titles of Cook County, Illinois, on July 20, 1962, as Document Number 2045198, in Cook County, Illinois.

PIN # 12-14-118-028

Borrow

which has the address of 4516 N Reserve, Chicago, IL 60656 , Illinois (herein "Property Address"); HAVE AND TO HOLD each property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and a the rights and a the rights and profits, water, water rights, and water stock, 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 provered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Poor crty"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this

Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to

Lender as Secured Party (as such term is defined in the UCC):

To Secure to Lender on condition of the resyment of the REVOLVING LINE OF CREDIT indebtedness evidenced by 1st Security Federal Home Equity Line Agreement ("Agreement") of even the herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 153,000, or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this storil age; and the performance of the covenants and agreements of Borrower contained herein and in the Agreement and the Note. The Agreement, the Note and this I fortgage are collectively referred to as the "Credit Documents".

Notwithstanding anything to the contrary herein, the Property s'all include all of Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Muriange. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires if interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrow er covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that it. 1 Inder may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note.

COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written aiver by Land agreement with a lien which has priority over this Mortgage, Borrower shall pay to Lender on the day month / installments of principal and interest are payable under the Note, the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly primium installments for morrgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimated thereof

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal o state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender my not charge for so holding and applying the Funda, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrowse Interest on the Fu. d. and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mongage that interest on the Fun is 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 carnin, a 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 days of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as the full tue, 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 haid by Lender shall not be sufficient to pay taxes, assessmenter, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to read 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 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 rais held by Lender at the time of application as a credit against the sums secured by this Mortgage

3. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 7 and 26 of this Mortgage, then to interest payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage. deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay or cause to be paid, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided in paragraph 2 hereof, or if not paid in such manner, by Borrower making payment at least ten (10) days before due directly to the payee thereof. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.

5. HAZARD INSURANCE. Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. PORM HS-5

IF BORROWER IS A TRUST.

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CHICAGO, 60622

e Primerty of bei being each rate in the Thust, if any, in each case without including without limitation sale or transfer in Lender's prior written consent. Notwithstan ig the precedi g sentence, the for creation of a lien or other encumbrance subordinate to the Lender's security instrument which does not relate to a transfer of rights of occupancy in the Property: provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) the creation of a purchase-money security interest for household appliances; (c) a transfer by devise, descent, or opposition of law on the death of a joint tenant or tenant by the entirety; (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase will allow the exercise of a due-on-sale clause); (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is: (i) a transfer to a relative resulting from the death of the Borrower; (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or (f) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the lender with reasonable means acceptable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy. Failure to pay such indebtedness within thirty (30) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

18. ACCELERATION; REMEDIES (INCLUDING FREEZING THE LINE). Upon the existence of an Event of Default, Lender may, at its sole option, terminate the line, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees.

As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 16 or 17 of this Mortgage, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, either superior or inferior to the lien of this Mortgage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 12 of this Mortgage. Preezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in any of the Credit Documents.

19. ASSIGNMENT OF PENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 18 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof, or abandonment, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the rent per per ye, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender und the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the revis shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

- 20. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrowe.
- 21. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as set forth on page one of this Mortgage
 - 22. TIME OF ESSENCE. Time is of the essence in this Morteage, and the Note and Agreement.
- 23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until fie after of actual receipt of such information at the address specified in paragraph 12 hereof (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by referenced to the "ke eived" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lendr, wit be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender rea tonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determine; or reference to the "Received" date stamped on such written notice by Lender or Lender's agent.
- 24. TAXES. In the event of the passage after the date of this Mortgage of any law chinging in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, include, in such event Borrower shall pay the full amount of such taxes.
- 25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or ever, uself of any homestead, appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or up for it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having juitsdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of lorecle ure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any in rest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.
- 26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage, the Agreement, or the Note there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and exper ses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to be deers at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this para traph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attack, employed by Lender in any litigation or proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the defeatt interest rate.
- 27. CAPTIONS; SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no wr f a fine, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and intentions of the heirs, successors and assigns of Borrower.
- 28. TRUSTEE EXCULPATION. If this Mortgage is executed by a Trust, Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustce personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWE	ik is an individual(s):
X Vili Tamore Date 9-9-88	Date:
INDIVIDUAL BORROWER V111 Tamas	INDIVIDUAL BORROWER
Johanna Tamas Date: 9-9-88	Date:
INTIVIDUAL BORROWER Johanna Tamas	INDIVIDUAL BORROWER
Shake of Illinois) SS.	
COUNTY OF Cook)	
I, the undersigned, a Notary Public in and for said County, in the State af	oresaid, DO HEREBY CERTIFY that V111 Tamas and Johanna Tamas
h1s wife personally known to me to be the same per person, and acknowledged that he signed, sealed and delivered the said instrumen	son whose name(s) is subscribed to the foregoing instrument, appeared before me this day in it as his free and voluntary act, for the uses and purposes therein set forth, including the release
and waiver of the right of homestead.	OPPICIAL STATE
Given under my hand and official seal, this 9th day of Sept.	
Commission expires: + - 18-92	O MATE OF ILLINOIS
	North Commession Exp. July 18,1992

affecting the Property, or it title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, by operation of law, or voluntarily or involuntarily. 17. TRANSPER OF THE PROPERTY Lender shell be into the first of my, sell b, come, a, and gt of the my and the first of the grace period shall prevail).

the Property (no grace period); (8) Borrower fails to keep any other covenant contained in any of the Credit Documents not otherwise specified in this paragraph 16 (ten to have any priority over the lien hereof (no grace period), or any other creditor or Borrower attempts to (or actually does) seize or obtain a writ of attachment against evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Credit Documents or whose lien has or appears

Borrower but upon notice to Borrower pursuant to paragraph 12 heroof, may, without releasing Borrower from any obligations in this Mortgage, make such appearances, defend Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the nghis or powers of Lender, then Lender without demand upon PROTECTION OF LENDER'S SECURITY If Borrower fails to perform the concentration and agreements contained in this Montgage of in the other Oredit. arrend and supplement the coverants and agreements of this Mortgage as if the rider were a part hereof. from time to time. If a condominium or planned unit development rider is executed by Borrower, the covenants and agreements of such rider shall be incorporated into and shall condomintum or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as may be amended in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or coverants creating or governing the impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a leasehold. If this Mortgage is on a leasehold.

condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good 6. PRESERVATION AND MAINTENANCE OF PROPERTY, LEASEHOLDS, CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Bordower shall use,

release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or it Borrower tails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance from the insurance carner offers to settle a claim for insurance benefits. Lender is irrevocably authorized to settle the claim and to collect and apply the insurance determine orice released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender and the indebtedness secured by this Mortgage amounts collected by Borrower in this connection) and in such order as Lender may (after payment of all reasonable custs, expenses and attorneys' fees necessarily paid or incurred by Lender and Borrower in this connection) and in such order as Lender may

the Property pror to such sale or acquisition shall become the property of Lender to the extent of the rums by this Mortgage immediately prior to such sale or acquisition. If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in the proceeds thereof resulting from damage to

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effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. the action or proceeding, disburse such sums, including reasonable attorneys' fees, and take such action as Lender deems necessary to protect the security of this Mortgage. Borrower shall pay the premiums required to maintain such insurance in

taken shull not release 22. 22. 27. 27. from any obligation in this Mortgage. Lender to Borrower regressing payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder and any action indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Any amounts disbursed by Lender pursuant to this paragraph 7 with interest thereon at the rate from time to time in effect under the Note, shall become additional

8 INSPECTION Lower may make or cause to be made reasonable entries upon and inspection of the Property provided that, except in an emergency, Lender shall

this paragraph. Lender is hereby interocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same agreement with a lien which has pricate ver this Mongage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate or part thereof, or for conveyance is lieu if condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security 9. CONDEMINATIC: (The proceds of any award or claim for damages, direct or consequental, in connection with any condemnation or other taking of the Property. give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior

event. The procurement of insurance or the payment of taxes, other lie to charges by Lender shall not be a warver of Lender's right as otherwise provided in this Mongage to Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shalf not be construed as continuing or as a waiver as to any other Lender shall not be deemed, by any act of omission or commission, to 1, ye waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. payment or otherwise modify payment terms of the sums see uner sy this Mortgage by neason of any demand made by the original Borrower's successors in interest. waiver or failure to exercise any right granted herein of an act the other Credit Documents shall not operate to release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or sur, sy there of Lender shall not be required to commence proceedings against such successor or refuse to extend time for than according to the terms of the Note, modification is 1999 ment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the 10. BORROWER NOT RELEASED, FO', AP ARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other

termine and/or neuter, and the singular number includes the plural. shall bind, and the nghis hereunder shall inure to, the respective successors, hei s, I gatees, devisees and assigns of Lender and Borrower. All covenants and assigns of Lender and Borrower is successors, heirs, legatees, devisees and assigns) ahall the serveral. The captions and headings of the paragraphs of this Mortgage are for context to requires, the masculine gender includes the context so requires, the masculine gender includes the 11. SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY, CO-SIGNERS; CAPTIONS. The coverants and agreements herein contained

accelerate the maturity of the indebtedness secured by this Mortgage in the of Borrower's default under this Mortgage or the other Credit Documents.

herry legaces, devisees and assigns) may designate by written notice to Lender a season may be given by registered or certified mail to Lender seasons, in the Lender shall be given by registered or certified mail to Lender seasons here, as Lender season being the Lender seasons in the Lender seasons in the Lender seasons here, devisees and assigns which have provided herein. Any notice provided for in this Mortgage shall devise been given on the date hand delivery is actually numbe or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as practiced in this paragraph is. legatees, devisees and assigns) provided for in this Mortgage shall be given by hand delive it go to by mailing such notice by registered or certified mail addressed to, Borrower's successoris, heirs, legatees, devisees and assigns) at the Property Autors other address as Borrower (or Borrower's successoris, 12. NOTICES. Except for any notice required under applicable law to be given in a partner; (a) any notice to Borrower's) successors, heirs,

herein, "costs", "expenses", and "attorneys" (ecs." include all sums to the extent not prohibited by applicable law or limi, at b. rein. foregoing sentence shall not time the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be construed at if "ach provision had never been included. As used court, such provision had never been included. As used 13. COVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mongage shall be the low of the jurisdiction in which the Property is located. The

available to Lender by law, and all such rights and remedies shall be comulative and concurrent, and may be pursued singly, successive of a fember's sole discretion, 15. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Morigage and in the Aher Credit Documents, or which may be 14. BORROWER'S COPY. Burrower shall be furnished a conformed copy of the Mote and of this Mortgage at the time of crution or after recordation hereof.

a. NOTICE AND GRACE PERIOD. An Event of Default will occur hereunder upon the expiration of the applicable gance period, if a.w. after Lender gives written

19' EVENTS OF DEPAULT. and may be exercised as often as occasion therefor shall occur.

of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration information. (1) the nature of Borrower's breuch or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, nouse is given, and expires at 11.39 p.m., Central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 12 hereof and shall contain the following and to provide Lender, during that grace period, if any, with evidence reasonably salisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice to Borrower of Borrower's include the such breach or violation of Borrower's failure includes any of the Credit Documents and upon Borrower's failure include any breach or violation.

the Propesty, or suffers a lien, claim of lien or encumbrance against the property, except such liens or encumbrances subordinate to this Mortgage (thirty (30) day grace period in which to remove the lien, claim of lien or encumbrance); (7) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (6) Borrower further encumbers days, under any provision of any state or (ederal bankruptcy law in effect at the time of filing (no grace period); (5) Borrower makes an assignment for the benefit of his application (no grace period); (4) Borrower files for bankrupicy, or bankrupicy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar receives actual knowledge that Borrower omitted material information in Borrower's credit application or made any false or misleading statements on Borrower's credit Rusce period); (3) Borrower's outstanding tostance due under the Credit Documents exceeds the principal sum stated in the Note (thirty (30) day grace period); (3) Lender grace periods are set forth parenthetically after each event. The events are: (1) Burrower fails to pay when due any amount under the Credit Documents (thirty (30) days b. EVENTS OF DEFAULT. Set forth is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable ennature his revolving line of credit under this Mortgage after acceleration.

(8)) day grace period, unless the failure is by its nature not cumble, in which case no grace period of, if another grace period is specified in the Credit Decument, that