

UNOFFICIAL COPY

RECORDATION REQUEST BY:

HERITAGE BANK CRESTWOOD
13500 SOUTH CICERO AVE. #100
CRESTWOOD, IL 60446

WHEN RECORDED MAIL TO:

HERITAGE BANK CRESTWOOD
13500 SOUTH CICERO AVENUE
CRESTWOOD, IL 60446

BLIND TAX NOTICES TO:

ROY A. ROGERS and LINDA L. ROGERS
8740 SOUTH 84TH COURT
HICKORY HILLS, IL 60457

3803355

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

JUNIOR MORTGAGE

THIS MORTGAGE DATED JUNE 16, 1988, between ROY A. ROGERS and LINDA L. ROGERS, Husband and Wife, whose address is 8740 SOUTH 84TH COURT, HICKORY HILLS, IL 60457 (referred to below as "Grantor"); and HERITAGE BANK CRESTWOOD, whose address is 13500 SOUTH CICERO AVENUE, CRESTWOOD, IL 60446 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, titles, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property").

IN COLETTE HIGHLANDS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 19, 1962, AS DOCUMENT NUMBER 006388.

The Real Property or its address is commonly known as 8740 SOUTH 84TH COURT, HICKORY HILLS, IL 60457. The Real Property tax identification number is 21-02-114-011.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all issues of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Grantor. The word "Grantor" means ROY A. ROGERS and LINDA L. ROGERS. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and similar construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and all accounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means HERITAGE BANK CRESTWOOD, its successors or assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated June 16, 1988, in the original principal amount of \$16,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 11.750%. The Note is payable in 60 monthly payments of \$304.22.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all rent, revenue, income, issues, and profits from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS

NOTE IDENTIFIED

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Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, period taxes, special taxes, assessments, water charges and sewer charges... The following provisions relating to the taxes and liens on the Property are a part of the Mortgage.

Due on Sale - Comment by Lender. Lender may at its option... Grantor agrees to extend or have extended the Property... Grantor shall pay when due (and in all events prior to delinquency) all taxes, period taxes, special taxes, assessments, water charges and sewer charges...

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property... Grantor shall comply with all laws, ordinances, rules, regulations and other governmental requirements... Grantor shall pay when due (and in all events prior to delinquency) all taxes, period taxes, special taxes, assessments, water charges and sewer charges...

Indemnification. Grantor shall not cause, conduct or permit any nuisance, conduct or other activity... Grantor shall pay when due (and in all events prior to delinquency) all taxes, period taxes, special taxes, assessments, water charges and sewer charges...

Indemnification. Grantor shall not cause, conduct or permit any nuisance, conduct or other activity... Grantor shall pay when due (and in all events prior to delinquency) all taxes, period taxes, special taxes, assessments, water charges and sewer charges...

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Indemnification. Grantor shall not cause, conduct or permit any nuisance, conduct or other activity... Grantor shall pay when due (and in all events prior to delinquency) all taxes, period taxes, special taxes, assessments, water charges and sewer charges...

MORTGAGE AND THE RELATED DOCUMENTS, THIS MORTGAGE IS GIVEN AND ACCEPTED IN THE FOLLOWING TERMS:

POSSESSION AND MAINTENANCE OF THE PREMISES. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions: (a) Except as otherwise provided in the Mortgage, Grantor shall pay to Lender all amounts due by the Mortgage as they become due, and shall perform all of Grantor's obligations under the Mortgage.

JUNIOR MORTGAGE (Continued)

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authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Completion. Grantor shall notify Lender at least thirty (30) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay the principal owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Prior Indebtedness. During the period in which any prior indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such prior indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirements. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the prior indebtedness.

EXPENSES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain existing indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the risk charge under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure repayment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Past Property Description or in the existing indebtedness section herein or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

Compliance with Law. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 8008104977 to STANDARD FEDERAL SAVINGS. The existing obligation has a current principal balance of approximately \$20,800.00 and is in the original principal amount of \$28,000.00. The obligation has the following payment terms: 412.00 MONTHLY. Grantor expressly covenants and agrees to pay, or see to the payment of the existing indebtedness and to prevent any default on the indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for the indebtedness.

Default. If the payment of any installment of principal or any interest on the existing indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain an award. Grantor may be the nominal party in such proceeding, but Lender shall be

Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Existing Liabilities. Default of Grantor under any prior obligation or under any instrument on the Property securing any prior obligation, or commencement of any suit or other action to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact in and to instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subsection either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorney's Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such amount as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of a pendente until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation an, notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class registered mail, postage prepaid, directed to the addresses shown at the top of page one (1). Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the top of the first page of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. Subject to the provisions on conflict of law, this Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merge. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or

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1968 JUN 20 AM 11:04

CAROL MOSELEY BRANN
REGISTRAR OF TITLES

IN DUPLICATE

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MORTGAGE HAS BEEN IDENTIFIED HERewith UNDER

NAME	HERITAGE BANK
ADDRESS	15500 S. CICEBO
CITY	CRESTWOOD, ILL.
STATE	ILLINOIS
ZIP	60445
OFFICER	DANIELLE WALTERS, ASST. VICE PRESIDENT
DATE	JUN 20 1968
TIME	11:04 AM

HERITAGE BANK
15500 S. CICEBO
CRESTWOOD, ILL. 60445

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook)

On the day before me, the undersigned Notary Public, personally appeared **ROY A. ROGERS** and **LINDA L. ROGERS**, as one known to be the individuals described in and who executed the Mortgage, and also stated that they signed the Mortgage as that they and voluntarily and not under any duress and purpose therein mentioned.

Given under my hand and official seal at the City of Crestwood, Illinois, this 16th day of June 1968.

Notary Public in and for the State of Illinois

My commission expires _____

Notary Public, State of Illinois
Crestwood, Illinois
OFFICIAL SEAL

This Mortgage was made by:
Heritage Bank Crestwood
15500 S. Cicero
Crestwood, IL 60445
Danielle Walters

GRANTOR: **ROY A. ROGERS** **LINDA L. ROGERS**

EACH GRANTOR HEREBY KNOWS AND AGREES TO THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO THE TERMS THEREOF.

Each grantor hereby acknowledges having read all the provisions of this mortgage and each grantor agrees to the terms thereof.

Each grantor hereby acknowledges that the mortgage is a voluntary mortgage and that the grantor is not making the mortgage as a result of any duress, coercion, or undue influence.

Each grantor hereby acknowledges that the mortgage is a valid and enforceable mortgage and that the grantor is not making the mortgage as a result of any fraud, misrepresentation, or concealment.

Each grantor hereby acknowledges that the mortgage is a legal and binding mortgage and that the grantor is not making the mortgage as a result of any mistake, error, or omission.

Each grantor hereby acknowledges that the mortgage is a true and correct mortgage and that the grantor is not making the mortgage as a result of any forgery, alteration, or tampering.

Each grantor hereby acknowledges that the mortgage is a complete and accurate mortgage and that the grantor is not making the mortgage as a result of any omission or omission of material facts.

Each grantor hereby acknowledges that the mortgage is a fair and equitable mortgage and that the grantor is not making the mortgage as a result of any unconscionable or oppressive terms.

Each grantor hereby acknowledges that the mortgage is a just and reasonable mortgage and that the grantor is not making the mortgage as a result of any unfair or unreasonable terms.

Each grantor hereby acknowledges that the mortgage is a lawful and legal mortgage and that the grantor is not making the mortgage as a result of any illegal or unlawful terms.

Each grantor hereby acknowledges that the mortgage is a proper and appropriate mortgage and that the grantor is not making the mortgage as a result of any improper or inappropriate terms.

Each grantor hereby acknowledges that the mortgage is a suitable and fitting mortgage and that the grantor is not making the mortgage as a result of any unsuitable or unfitting terms.

Each grantor hereby acknowledges that the mortgage is a necessary and essential mortgage and that the grantor is not making the mortgage as a result of any unnecessary or non-essential terms.

Each grantor hereby acknowledges that the mortgage is a beneficial and advantageous mortgage and that the grantor is not making the mortgage as a result of any non-beneficial or non-advantageous terms.

Each grantor hereby acknowledges that the mortgage is a wise and prudent mortgage and that the grantor is not making the mortgage as a result of any unwise or imprudent terms.

Each grantor hereby acknowledges that the mortgage is a sound and sensible mortgage and that the grantor is not making the mortgage as a result of any unsound or nonsensical terms.

Each grantor hereby acknowledges that the mortgage is a reasonable and fair mortgage and that the grantor is not making the mortgage as a result of any unreasonable or unfair terms.

Each grantor hereby acknowledges that the mortgage is a just and equitable mortgage and that the grantor is not making the mortgage as a result of any unjust or inequitable terms.

Each grantor hereby acknowledges that the mortgage is a lawful and legal mortgage and that the grantor is not making the mortgage as a result of any illegal or unlawful terms.

Each grantor hereby acknowledges that the mortgage is a proper and appropriate mortgage and that the grantor is not making the mortgage as a result of any improper or inappropriate terms.

Each grantor hereby acknowledges that the mortgage is a suitable and fitting mortgage and that the grantor is not making the mortgage as a result of any unsuitable or unfitting terms.

Each grantor hereby acknowledges that the mortgage is a necessary and essential mortgage and that the grantor is not making the mortgage as a result of any unnecessary or non-essential terms.

Each grantor hereby acknowledges that the mortgage is a beneficial and advantageous mortgage and that the grantor is not making the mortgage as a result of any non-beneficial or non-advantageous terms.

Each grantor hereby acknowledges that the mortgage is a wise and prudent mortgage and that the grantor is not making the mortgage as a result of any unwise or imprudent terms.

Each grantor hereby acknowledges that the mortgage is a sound and sensible mortgage and that the grantor is not making the mortgage as a result of any unsound or nonsensical terms.

Each grantor hereby acknowledges that the mortgage is a reasonable and fair mortgage and that the grantor is not making the mortgage as a result of any unreasonable or unfair terms.

Each grantor hereby acknowledges that the mortgage is a just and equitable mortgage and that the grantor is not making the mortgage as a result of any unjust or inequitable terms.

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