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FORM 4111

DOCUMENT NO.

## STATUTORY FEDERAL TAX LIEN SEARCH

117286

PRESENT PARTIES IN INTEREST:

Michael J. Turok  
Alpa F.

DATE OF SEARCH:

RESULT OF SEARCH:

None  
None

5-24-90V

786165

68-51-5

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

Property of Cook County Clerk's Office

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Homestead  
Plus One  
Mortgage

DEERFIELD STATE BANK

100 Deerfield Road - Deerfield, Illinois 60015

Member FDIC

945-2215

Stability and Service since 1920



3853466

THIS MORTGAGE is made this 24th day of April 19 90 between MELVIN L. TUROFSKY AND MARLA F. TUROFSKY, HIS WIFE, AS JOINT TENANTS of Niles, Illinois ("Borrower") and DEERFIELD STATE BANK, an Illinois banking Corporation, with offices at 700 Deerfield Road, Deerfield, Illinois 60015 ("Bank")

WITNESSETH, that

Borrower is indebted to Bank in the maximum principal sum of FORTY THOUSAND AND 00/100-----DOLLARS

(\$ 40,000.00 ), ("Principal"), or the aggregate amount of all Advances made by Bank pursuant to that certain Plus One Homestead Loan Agreement and Disclosure Statement ("Loan Agreement") between Bank and Borrower of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Plus One Homestead Loan Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the principal balance of the indebtedness and all outstanding interest and charges, if not sooner paid or required to be paid pursuant to the Loan Agreement and Mortgage, due and payable five (5) years from the date of this Mortgage. Said Note obligates Borrower to repay, with interest, any and all present and future indebtedness of Borrower for loans and financial accommodations at any time hereafter made or extended up to the Principal. The Note and the Loan Agreement are incorporated herein by reference

TO SECURE to Bank in (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof, and (b) to the Note, not only the existing indebtedness but also such future advances as are made within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of execution hereof; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenant and agreements of the borrower herein contained, the Borrower does hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in Cook County, Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois: which has the common address of

8821 B. Washington Street  
Niles, Illinois 60648

( "Property Address" ), and the permanent index number of 09-13-319-125-0000

TOGETHER with all the improvements now or hereafter created on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property are hereinafter referred to as the "Property"

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is no prior lien and/or mortgage from Borrower only to Skokie Federal Savings & Loan Association

dated February 12, 1973 and recorded as document number 26828601

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

COVENANTS Borrower and Bank covenant and agree as follows

1. Payment of Principal and Interest Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, together with all other charges imposed under the Loan Agreement

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

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

3. Application of Payments Unless applicable law provides otherwise, all payments received by Bank under the Note, the Loan Agreement and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgage, then to any sums advanced by Bank to protect the security of this Mortgage, then to any sums chargeable under the Loan Agreement, then to interest payable on the Note, and then to the principal of the Note

4. Prior Mortgages and Deeds of Trust Charges, Liens Borrower shall fully and timely perform all of the Borrower's obligations under any mortgage deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower represents that this is a valid second mortgage and that there is only one other lien on the property prior to this mortgage constituting a first mortgage on the property

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

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

NOTE IDENTIFIED

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be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Loan Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Loan Agreement, to the extent of the Credit Limit shown in the Note and Loan Agreement, plus all other amounts owing under the Loan Agreement and not secured by or which may be secured by this Mortgage.

27 Authority to sign, if corporation: The execution of this mortgage has been duly authorized by the Borrower's board of directors.

28 The terms and conditions of all riders attached hereto, if any, are expressly incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Deerfield, Illinois.

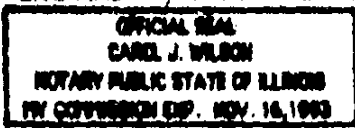
BORROWER

*Melvin L. Turowsky*  
MELVIN L. TUROFSKY  
*Marla F. Turowsky*  
MARLA F. TUROFSKY

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF Lake )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that MELVIN L. TUROFSKY AND MARLA F. TUROFSKY, HIS WIFE, AS JOINT TENANTS personally known to me to be the same persons whose names are (is are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of April 1990



*Carol J. Wilson*  
NOTARY PUBLIC

3883-166

THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO  
DEERFIELD STATE BANK  
700 Deerfield Road  
Deerfield, Illinois 60015  
(312) 945-2215  
*Wilson*

LEGAL DESCRIPTION: THE EAST 19.50 FEET OF THE WEST 63.90 FEET OF LOT 15 (AS MEASURED ALONG THE NORTH LINE THEREOF, THE EAST LINE AND THE WEST LINE OF SAID TRACT TAKEN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 15 IN NILES TERRACE FOURTH ADDITION, BEING A SUBDIVISION OF PART OF THE WEST 542.47 FEET OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 25, 1959, AS DOCUMENT NUMBER 1851107.

*Wilson*  
3883-166

3883466

APR 24 1990  
DEERFIELD, ILL.

3883466

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Folio \_\_\_\_\_  
Lien Certificate \_\_\_\_\_  
Date \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Notified \_\_\_\_\_

REAL ESTATE UNITARY GROUP  
1820 Ridge Ave  
Evanston, IL 60201  
Order # *185-1107*

execute the Loan Agreement (a) waive all his interest in the property to Lender and his heirs, so of homestead rights and (b) agrees that Bank and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Loan Agreement without Bank's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. *Notices.* Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by hand delivery or by mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by certified mail to the Bank's address stated herein or to such other address as the Bank may designate by notice to Borrower as provided herein. Any notice to Borrower shall be effective on the date of delivery if hand delivered, or 3 days after the date of mailing shown on any proof of service by mail.

15. *Governing Law. Severability.* This mortgage shall be governed by Federal law and the law of Illinois. In the event that any provision or clause of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. *Borrower's Copy.* Borrower shall be given a copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after recordation hereof.

17. *Transfer of the Property or of a Beneficial Interest in Borrower.* It shall be an immediate default hereunder if, without the prior written consent of Bank, which consent shall be granted or withheld at Bank's sole discretion, Borrower shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (collectively "Transfer") of the Property or any part thereof or interest therein (or if all or a portion of the beneficial interest of Borrower is transferred when Borrower is not a natural person) in the event of such default, Bank may declare the entire unpaid balance, including interest, immediately due and payable, provided, however, that the foregoing provisions of this Paragraph 17 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Bank if exercise is prohibited by Federal Law as of the date of this Mortgage.

Upon exercise of this option, Bank shall give Borrower notice of acceleration. This notice shall provide a period of not less than 14 days from the date of service of the notice (as defined in paragraph 14 hereof) within which Borrower must pay or cause to be paid all sums secured by this Mortgage. Upon failure to pay or cause to be paid said sums prior to the expiration of said 14 day period, Bank may invoke any remedies permitted by this Mortgage without any further notice or demand on Borrower.

18. *Default. Acceleration.*

(a) "DEFAULT" means any one or more of the following events, conditions or acts: (i) a Default occurs under the terms of the Loan Agreement or the note secured hereby as defined in said Loan Agreement or Note, (ii) a breach of any term, provision, covenant, condition or agreement contained in this Mortgage occurs.

(b) The event of a default, then:

(1) All sums secured hereby shall, at the option of Bank, become immediately due and payable without notice, with interest thereon, from the date of the first of any such defaults, unless a period of notice is specified in the Note, and

(2) Bank may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Borrower, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether the same shall be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Bank, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decreed, and Bank shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including without limitation, reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports, all of which shall become additional indebtedness secured by this Mortgage.

19. *Assignment of Rents, Appointment of Receiver, Bank in Possession.* As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property.

Upon acceleration pursuant to the terms hereof, or abandonment of the Property, and without further notice to Borrower, Bank shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Said receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All rents collected by Bank 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 attorneys' fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

20. *Time of Essence.* Time is of the essence of this Mortgage, the Note and the Loan Agreement.

21. *Release.* Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage.

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

23. *Loan Charges.* If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

24. *Legislation Affecting Lender's Rights.* If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 18. If Bank exercises this option, Bank shall take steps specified in the second paragraph of paragraph 17.

25. *Home Improvement.* Borrower shall fulfill all of his obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Bank. Bank, at Bank's option, may require Borrower to execute and deliver to Bank, in form acceptable to Bank, an assignment of any rights, claims or defenses which Borrower may have against the parties who supply labor, materials or services in connection with improvements made to the property.

26. *Future Advances.* This Mortgage secures all Loans made and indebtedness outstanding under the Loan Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall

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Borrower shall also pay or cause to be paid when due all water, sewer and other charges, fines and impositions attributable to the property which may gain priority over this Mortgage, and provide satisfactory evidence of said payment immediately after their due date.

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

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

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

If under paragraph 18 hereof the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property, Leaseholds, Condominiums, Planned Unit Developments** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on leasehold. Borrower shall promptly restore or rebuild any buildings or improvements now or hereafter on the property which may become damaged or destroyed. Borrower shall comply with all requirements of law or municipal ordinances with respect to the use, operation and maintenance of the property, and shall make no material alterations in said property except as required by law or municipal ordinance, or otherwise without the prior written consent of Bank. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security** If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Bank's interest in the Property including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' fees, entry upon the property to make repairs, full or partial payment or discharge of prior encumbrances, payment, settling or discharge of tax liens, payment of ground rents (if any), and procurement of insurance. Bank, in making said authorized payments of taxes and assessments may do so in accordance with any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the same or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title, or claim thereof. If Bank required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof, or if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier.

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

8. **Inspection** Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. **Condemnation** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby irrevocably authorized to collect the proceeds, and at Bank's sole discretion, to apply said proceeds either to restoration or repair of the property or to sums secured by this mortgage. No settlement for condemnation damages shall be made without Bank's prior written approval.

10. **Borrower Not Released** Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment terms of the sum secured by this Mortgage granted by Bank to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Bank shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver** Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Any acts performed by Bank to protect the security of this Mortgage, as authorized by paragraph 7 including but not limited to the procurement of insurance, the payment of taxes or other liens, rents or charges, or the making of repairs shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound, Joint and Several Liability, Captions** The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective heirs, legatees, devisees, successors and assigns of the Bank and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage but does not

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