

UNOFFICIAL COPY 4001039

NOTE IDENTIFIED

RE TITLE SERVICES # 101031

LaSalle Bank Northbrook
Equity Line of Credit Mortgage

#770011760

This Equity Line of Credit Mortgage is made this 12th day of September, 1991 between the Mortgagor, UNDIVIDED 50% INTEREST JOHN SCHWIMMER, A BACHELOR UNDIVIDED 50% INTEREST WILLIAM H. SCHWIMMER AND LINDA J. SLAVIK MARRIED TO FACIT OTHER (herein "Borrower"), and the Mortgagee, LaSalle Bank Northbrook, a state banking institution whose address is 1200 Shermer Road, Northbrook, Illinois, 60062 (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated September 12, 1991 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$50,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below, ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after September 10, 1998 (the "Maturity Date") together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by September 10, 2011 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement, and all extensions, renewals and refinancing thereof, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Address: 1405 Cleveland Evanston

PIN# D-24-415-015

LOT EIGHTEEN----- (18)
LOT NINETEEN (except the West Half (1) thereof) - (19)

PIN: 10-24-415-0 In Block One (1), in J. E. Kinsella's Addition to Evanston, a Subdivision of

which has the address Lot one (1) of the Assessor's Division of the South Half (1) of the South East

Quarter (1) of Section 24, Township 41 North, Range 13, East, of the Third Principal

Together with gas rights thereto, water, sewer, and profits; water, sewer, and profits; Noridian, and all other parts of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

4001039

gas rights thereto,

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 Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

2. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance made by Lender pursuant to the Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

3. charges; Lien: Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage; and leasehold payments or ground rents; if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall, in good faith contest such lien by, or defend enforcement of such a lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay for the sums secured by this Mortgage and any other mortgage on the Property.

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 premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipt of paid premiums. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repairs is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration and repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leasholds; 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 a leasehold. 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(s) or covenants creating or governing the condominium or planned unit development, the bylaws 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.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagor, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

8. 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 Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage; with the excess, if any, paid to Borrower.

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If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by the Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to 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. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. 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. The term *interest* as used herein shall mean and include all finance charges under the Agreement.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligated or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$30,000.00 plus interest thereon and any disbursements made for payments of taxes, special assessments or insurance on the Property and interest on such disbursement (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment of Receiver; Lender is Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of 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 and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage to Borrower. Borrower shall pay all costs of recordation, if any.

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

In Witness Whereof, Borrower has executed this Mortgage.

Joel Schwimmer
JOEL SCHWIMMER

William H. Schwimmer
WILLIAM H. SCHWIMMER
Linda J. Slavik
LINDA J. SLAVIK

a bachelon

I, The Undersigned, a Notary Public in and for said county and state, do hereby certify that JOEL SCHWIMMER, WILLIAM H. SCHWIMMER AND LINDA J. SLAVIK personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12th day of September, 1991.

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
MARY K. DIMOGILIS
LAVALLE BANK NORTHBROOK
1200 SHERMAN ROAD
NORTHBROOK, ILLINOIS 60062
INQUIRIES 4001039
11/3/92 M

4001039

Regis. No.	Model No.	Serial No.	Deliver duplicate Title	Deliver to	Address	Notified
Address	Promise	Deliver certificate				R. E. I. NEF

REAL ESTATE INDEX GROUP
1220 Ridge Avenue
Evanston, IL 60201
Order # 110-31-A

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The proceeds shall be applied to the maintenance of the Moritzburg, with the excess in any amount remaining over and above the paid to the owner, in proportion to the number of persons, in each case, who have contributed to the expenses.

7. Inspection. Under any will or cause to become effective recited in 1 section, interest in the property, provided that under certain circumstances shall give him power to dispose

shall bear interest from the date of disbursement until the time of payment principal under the Agreement contained in this paragraph 6 shall incur interest at the rate of six percent per annum above the rate of interest charged or taken by the creditor.

Furthermore, this study applies a market-oriented approach to examine the relationship between market structure and efficiency.

“**D**irections to the station are as follows: take a carriage, or a horse and carriage, to the station, and get into the carriage which goes to the station. The station is about two miles from the town, and you will find it very convenient to go there by carriage.”

he incorporated into and shall amend and supplement parts of this Mortgagor as if the same were a part hereof.

of government by the condominium or planned unit development authority. Provisions of the condominium act of Ontario do not permit the condominium corporation to exercise its powers under the condominium act in respect of a condominium unit if the condominium corporation has not been registered as a corporation under the Business Corporations Act.

of the sums accrued by this Mortgagor immediately prior to such sale or conveyance.

Under the Vagueness Convention, any such publication of precceds to principal shall not be deemed to be the sole or exclusive property of the person who first published it, unless it can be shown that the publication was made in bad faith.

Unless I understand and I do not believe that we have the same understanding, I would like to hear what you have to say about it.

All insurance policies and trademarks mentioned in this document are the property of their respective owners.

Such coverage would be limited to amounts of coverage received during the period of coverage required to pay for the sums received by this mortgagor and any other mortgagor on the same note.

4. **Altered Insurance.** Formerly shall keep the improvements now existing or heretofore erected on the Property insured against loss by fire, hazards included with the term, extended coverage, and such other hazards as Under my regular in such amount; and for such Periods as Under my reduce; provided, that Under shall

Provides for the registration of trademarks and the protection of their owners; defines the conditions for the grant of trademarks and the rights and obligations of the trademark owner.

In addition, the new insurance products will be used to support the development of the insurance market in India, which is currently one of the fastest growing markets in the world. The new products will help to increase the availability of insurance coverage for individuals and small businesses, and will also help to promote the use of insurance as a risk management tool.

In addition, the program will be open to all students who have completed at least one year of college, regardless of their major or field of study.

Any fees and charges as provided in the Agreement.

Common rule: Borrower and Lender's co-operation and assistance is as follows:

will warrant and defend proceedings necessarily the title to us; Properly satisfies all claims and demands, subsists to us, any mortgages, assignments or restrictions imposed in the property.

Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Together with all the improvements, a new or better model of the property can be created at the property's disposal, and all its assets, rights, responsibilities, interests, obligations, responsibilities, and liabilities will be removed to the new owner.

which has the ability to self-repair.

LOT NINETEEN (except the most liable) charged - (16)

In the County of Cook, State of Illinois
Address: 1405 Cleveland Boulevard
DIN # D-34-HIS-015

[10] Sections 10-12 under the reorganization plan of the Latin American countries will be discussed in accordance with the accuracy of this message, and the following describes the performance of the countries and the recommendations of the former.

all loans disbursed under or after September 10, 1998 (the "Maturity Date"), together with interest thereon, may be demanded, in any event, under the Agreement or otherwise, at any time prior to the Maturity Date.

With the exception of the first two years, which were controlled by the U.S. government, all subsequent years saw a steady increase in the amount of money loaned to the U.S. by foreign governments.

most likely to cause stroke risk factors, a stroke during institution whose address is 1270 Schermer Road, Northbrook, Illinois, 60062 (J.C., Zander, J.

This limited line of Credit Mortgages is made this 12th day of September, 1951 between the Mortgagor, UNDIVIDED 50% INTEREST JOHN, SCHWIMMER, AND THE LENDER, INDIVIDUALS 50% INTEREST JOHN, SCHWIMMER AND SCHWIMMER, INC., 11 CLOTHIER DRIVE, BETHLEHEM, PENNSYLVANIA.

Lasalle Bank Northbook Equity Line of Credit Mortgage #7770011760

NOTE IDENTIFIED
REI TIME SERVICES # 47-10-31-U

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4001039

1/32/2011

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201
Order # *
RJ10-31-11

Debt to Address	Filing Date	Promised Delivery	Signature	Notified
R. E. I. NEEDS				

CAROL MOSELEY BR.
REGISTRAR OF TITLES

1991 OCT 10

ILLINOIS STATE BAR ASSOCIATION
REGISTRATION NO. 107193

NOTARY PUBLIC, ILLINOIS 60062
MARK K. SAVICK, NOTARY PUBLIC
AND STAMPED AND NOTARIZED BY
THIS DOCUMENT WAS PREPARED BY
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
CERTIFIED TO THE FOREGOING INFORMATION, APPROVED BEFORE THIS DAY IN PERSON AND
RECOGNIZED AS TRUE TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE WRITTEN
HEREIN, FOR THE USES AND PURPOSES WHICH SET FORTH.

1. The Undersigned, in whose name is registered the said instrument as set forth below,
certify that JOHN SCHWIMMER, WILLIAM H. SCHWIMMER AND INDIA
LINDA J. SAVICK personally known to me to be the same persons named
above, act, for the uses and purposes which set forth.

2. The Undersigned, in whose name is registered the said instrument as set forth below,
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above, act, for the uses and purposes which set forth.

20. Waiver of Recording. Borrower hereby waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Mortgage Lender shall release this Mortgage to Borrower if any costs of recording, if any.

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

23. Waiver of Recording. Borrower hereby waives all right of homestead exemption in the Property.

24. Waiver of Recording. Borrower hereby waives all right of homestead exemption in the Property.

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