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**UNOFFICIAL COPY**  
MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

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NOTE IDENTIFIED

THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made between Jospeh M. Kabala and Mary Ellen Kabala, his wife as JT/WROS (herein "Borrower"), and PEERLESS FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, whose address is 4930 North Milwaukee Avenue, Chicago, IL 60630-2198, (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, in which event Borrower conveys, mortgages and quitclaims) unto Lender and Lender's successor and assigns the following described property located in the City of Chicago, County of Cook, State of Illinois:

Lot Twenty Five (25) (except the South Ten (10) feet thereof) all of Lot Twenty Six (26) in the Resubdivision of Lots Twenty (20) to Thirty Two (32) both inclusive, in block Nine (9), in Norwood Park, in Cook County, Illinois.

COMMUNITY TRUST CREDIT CO.  
377 E. Butterfield Rd., Suite 100  
Lombard, Illinois 60148  
(708) 512-0444 1-800-222-1366

Property of COMMUNITY TRUST CREDIT CO.

Permanent Parcel No. 13-06-302-039-0050  
which has the address of 5815 N. Harlem  
Chicago, Illinois 60631 (herein "Property Address");

TO HAVE AND TO HOLD such 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 authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas 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 covered 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 "Property."

To secure to Lender on condition of the repayment of the equity indebtedness evidenced by an Equity Agreement and Disclosure Statement ("Agreement") on even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of \$ 36,000.00, 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, due and payable five (5) years from the date thereof; 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 and the Note. The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents." The Credit Documents contemplate, and this Mortgage permits and secures, future advances.

Notwithstanding anything to the contrary herein, the Property shall 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 Mortgage. 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 a fee 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. Borrower 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.

There is a prior Mortgage from Borrower to \_\_\_\_\_  
(current mortgage holder) dated \_\_\_\_\_ and recorded as document Number \_\_\_\_\_

Box 154

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DEC -4 PM 3:25  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

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Notified

COOK COUNTY/BARKER

111 E. State Street  
Chicago, IL 60610  
(312) 464-0210

Property of Cook County Clerk's Office

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STATE OF ILLINOIS )

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COUNTY OF Cook )

SS:

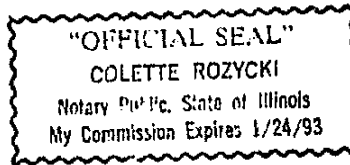
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph M. Kabala and Mary Ellen Kabala, his wife personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of NOVEMBER, 1991.

Colette Rozycki  
Notary Public

Commission expires:

1/24/93



IF BORROWER IS A TRUST:

\_\_\_\_\_ not personally but solely as trustee aforesaid

By: \_\_\_\_\_

Its

(TITLE)

This instrument prepared by:

Attest: \_\_\_\_\_

Its

(TITLE)

THIS INSTRUMENT WAS PREPARED BY  
ROBERTA KOZAK  
PEERLESS FEDERAL SAVINGS BANK  
9343 WEST IRVING PARK ROAD  
SCHILLER PARK, IL 60176-2298

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Borrower acknowledges that the Note allows for changes in the interest rate, and that the Lender 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. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay, when due, without setoff, or deduction, the principal of and interest on the debt evidenced by the Note, together with any late charges and other charges imposed under the Note.

**2. Application of Payments.** 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 6 and 28 of this Mortgage, then to interest due on the Note, then to charges payable under the Agreement, and then to the principal of the Note.

**3. 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 payments when due. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage other than the prior mortgage described above, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests, in good faith, the lien by or defends against enforcement of the lien in legal proceedings, which, in the Lender's opinion, operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secure from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien, or take one or more of the actions set forth in this Mortgage, within 10 days of the giving of notice.

**4. Hazard Insurance.** Borrower shall 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 as Lender may require; provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and all other mortgages and deeds of trust with respect to the Property, but, in no event, shall amounts be less than the amount necessary to satisfy the coinsurance requirements contained in the insurance policy. The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, which shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals 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 Lender requires, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. Borrower shall give prompt notice to the insurance carrier and to Lender of any loss or damage to the Property. Lender may make proof of loss if not made promptly by Borrower. All policies shall provide further that the Lender shall receive 10 days notice prior to cancellation.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at the Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30 day period will begin when the Notice is given.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the Mortgage or change the amount of such installments. If 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.

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5. Preservation and Maintenance of Property; Leaseholds, Condominiums, Planned Unit Developments, Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, requirements and regulations, shall keep the Property in good condition and repair including the repair or restoration of any improvements on the Property which may be damaged or destroyed, 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 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 bylaws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the additional Credit Documents, or there is a legal proceeding that may effect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of, or prior to, an inspection, specifying reasonable cause for the inspection. 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, 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. Lender is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same 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 written approval.

9. Borrower Not Released; Forbearance by Lender. Not a Waiver. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower, Borrower's successors in interest or any guarantor or surety thereof. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage, by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event.

10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage and to release homestead rights, if any; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan 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. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. 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, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.

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Individual Borrower \_\_\_\_\_ Date: \_\_\_\_\_

Individual Borrower \_\_\_\_\_ Date: \_\_\_\_\_

Individual Borrower \_\_\_\_\_ Date: \_\_\_\_\_  
 Mary Ellen Kabala

Individual Borrower \_\_\_\_\_ Date: \_\_\_\_\_  
 Joseph M. Kabala

IF BORROWER IS AN INDIVIDUAL(S)

IN WITNESS WHEREOF, Borrower has executed this Mortgage:

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 or secured by this Mortgage shall be construed as creating any liability on the Trustee 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.

30. Trustee Execution. If this Mortgage is executed by a Trust, \_\_\_\_\_ and assigns of the Borrower. They in no way define, 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 inure to the benefit of the heirs, successors and assigns of the Borrower.

29. Captions; Successors and Assigns. The captions of this Mortgage are for convenience and reference only. They in no way define, 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 inure to the benefit of the heirs, successors and assigns of the Borrower.

28. 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 expenses 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 bidders 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 paragraph 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 attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the interest rate provided under the Note.

27. Riders To This Security Instrument. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

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b. Events of Default. Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods are set forth parenthetically after each event). The events are: (1) Borrower fails to pay when due any amounts due under the Credit Documents (ten (10) day grace period); (2) Borrower fails to keep the covenants and other promises made in paragraph 5 of the Agreement (no grace period); (3) Lender receives actual knowledge that Borrower omitted material information in Borrower's credit application or made any false or misleading statement on Borrower's credit application (no grace period); (4) Borrower dies or changes his or her marital status and transfers Borrower's interest in the Property to someone who either (i) is not also a signatory of all the Credit Documents (no grace period) or (ii) is a signatory of all the Credit Documents if such transfer, in Lender's reasonable judgment, materially impairs the security for the line of credit described in the Credit Documents (no grace period); (5) Borrower files for bankruptcy or bankruptcy proceedings are instituted against Borrower and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing (no grace period); (6) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (7) Borrower further encumbers the Property, or suffers a lien claim or lien or encumbrance against the Property (thirty (30) day grace period in which to remove the lien, claim or lien or encumbrance); (8) Borrower defaults or an action is filed alleging a default under any credit instrument or mortgage 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 to have, any priority over the lien hereof (no grace period), or any other creditor of Borrower attempts to (or actually does) seize or obtain a writ of attachment against the Property (no grace period); (9) Borrower fails to keep any other covenant contained in any of the Credit Documents, not otherwise specified in this paragraph 17 (ten (10) day grace period, unless the failure is by its nature not curable, in which case no grace period or, if another grace period is specified in the Credit Documents, that grace period shall prevail); (10) Enforcement or expiration of any applicable law which renders any provision of the Credit Documents unenforceable according to its terms; or (11) If, in Lender's good faith belief, the prospect of payment or performance is impaired.

The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.

Mortgage and the potential foreclosure of this Mortgage. breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this grace period, if any, during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable accordance with paragraph 13 hereof and shall contain the following information: (1) the nature of Borrower's of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event case, the grace period begins to run on the day after the notice is given, and expires at 11:59 p.m., Central time, provide Lender, during the grace period, if any, with evidence reasonably satisfactory to it of such cure. In each covenants under any of the Credit Documents and upon Borrower's failure to cure such breach or violation, and to grace period, if any after Lender gives written notice to Borrower of Borrower's breach or violation of Borrower's

17. Events of Default.

16. Remedies Cumulative. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents, or which may be available to Lender by law and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

15. Borrower's Copy. Each Borrower shall be given one conformed copy of the Note and of this Mortgage.

14. 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 conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

13. Notices. Any notice to Borrower, provided for in this Mortgage, shall be given by hand delivering it or by mailing such notice by registered or certified mail, unless applicable law requires use of another method. The notice to Lender shall be given by first class mail to Lender's address stated herein (attention: Consumer Lending Department) or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender on the date hand delivery is actually made, or the date notice is deposited into the mail.

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18. **Transfer of the Property.** If borrower, or beneficiary of the Trust, if any, sells, conveys, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property, or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation, sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable as set forth in paragraph 12 of the Agreement. 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, shall constitute a separate Event of Default.
19. **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 19, 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 paragraph 17 or 18 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 13 of this Mortgage. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in any of the Credit Documents.
20. **Assignment of Rights; 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 19 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 19 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 Property, 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 and 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 rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.
21. **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 Borrower.
22. **Request For Notices.** Borrower requests that copies of any notice 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 in page one of this Mortgage.
23. **Incorporation of Terms.** All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full. Any Event of Default under the Note or the Agreement shall constitute an Event of Default hereunder, without further notice to Borrower.
24. **Time of Essence.** Time is of the essence in this Mortgage, and the Note and Agreement.
25. **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 the date of actual receipt of such information at Lender's address, as provided herein, (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 reference to the "Received" 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, Lender will 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 reasonably 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 determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.
26. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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