

12. **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 delivering it or 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 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.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the Laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Contract 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, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Contract and of this Mortgage at the time of execution or after recordation hereon.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Acceleration.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this mortgage or the contract, including the covenants to pay when due any sum secured by this mortgage, Lender may accelerate all sums due by giving notice to Borrower as provided in paragraph 12 hereof and without further demand may foreclose this mortgage by judicial proceeding. Lender shall be entitled to collect at such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

18. **Assignment of Rents; Appointment of Receiver.** 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, Lender shall be entitled to either take possession or 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. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collections 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. The receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge 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.

**REQUESTS FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage



*Donald J. Phelps* \_\_\_\_\_  
DONALD J. PHELPS — Borrower

*Joan Phelps* \_\_\_\_\_  
JOAN PHELPS — Borrower

STATE OF ILLINOIS, Will County ss: \_\_\_\_\_

I, Roger Wheeler, a Notary Public in and for said county and state, do hereby certify that Donald J. Phelps and Joan Phelps personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t he y signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this Eleventh day of June, 19 96

My Commission expires ROGER WHEELER Notary Public

**OFFICIAL SEAL**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 04/11/99

**ASSIGNMENT OF MORTGAGE**

FOR VALUE RECEIVED, the annexed Mortgage to CRAFTER CORPORATION which is recorded in the office of the Recorder of Will County, Illinois as Document Number \_\_\_\_\_ and the contract described therein which it secures are hereby assigned and transferred to Home Owners Security Corporation without recourse upon the mortgage.

IN TESTIMONY WHEREOF, the said CRAFTER CORPORATION hath hereunder caused its corporate seal to be affixed and these presents to be signed by its President and attested to by its Secretary this Fifteenth day of August, 19 96

By: *[Signature]* Pres.  
Attest: *[Signature]* Secy.

State of Illinois )  
County of Will ) ss.

I, the undersigned, a Notary Public in and for said County in the State aforementioned, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument, are personally known to me to be duly authorized officers of the CRAFTER CORPORATION and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this day and year first above written.

My Commission Expires: \_\_\_\_\_

**OFFICIAL SEAL**  
**ROGER WHEELER**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 04/11/99

This instrument is for CRAFTER CORPORATION, 1252 West 127th Street, Calumet Park, Illinois 60643

*[Signature]*

96058994

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
RECORDED  
96 SEP - 4 AM 9:58  
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