

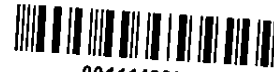
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2001-12-05 14:22:57

Cook County Recorder 45.50



0011142598

WHEN RECORDED MAIL TO:

Recorded Documents
Bank One, N.A. Retail Loan
Servicing KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606

00414511243428

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

DAVID T. HORSCHAK, LOAN SPECIALIST I
P.O. Box 2071
Milwaukee, WI 53201-2071

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$51,000.00.

THIS MORTGAGE dated October 26, 2001, is made and executed between DAVID TURNER, whose address is 3048 OXFORD LANE, NORTHBROOK, IL 60062 and CHRISTINA M TURNER, whose address is 3048 OXFORD LANE, NORTHBROOK, IL 60062; HUSBAND AND WIFE, TENANTS BY ENTIRETIES (referred to below as "Grantor") and Bank One, N.A., whose address is 100 East Broad Street, Columbus, OH 43271 (referred to below as "Lender").

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

Tax ID : 04.17.412.018.0000

LOT 43 IN RAMSGATE SOUTH, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3048 OXFORD LANE, NORTHBROOK, IL 60062. The Real Property tax identification number is 04.17.412.018.0000.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount

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MORTGAGE
(Continued)

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Page 2

which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts, which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any

other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and permissible fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In

any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

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

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of

proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Property also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation. The existing obligation has a current principal balance of approximately \$399309. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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

attorney-in-fact are a

Further Assurance. Grantor shall execute and deliver, and cause to be recorded, when requested in writing by Lender, at such times and in such places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to create, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. Grantor hereby irrevocably appoints Lender, or its attorney-in-fact, to do so for and in connection with the filing, recording, and accomplishing the matters referred to in the preceding paragraph.

FULL PERFORMANCE

Grantor shall, or cause to be done, otherwise performs, and shall cause to be delivered to Grantor a copy of the financing statement upon termination of this Mortgage. Grantor will pay, if payable, all taxes, interest, and other charges from time to time.

REINSTATEMENT OF

if payment is made by Grantor or by guarantor or by trustee in bankruptcy or to any similar person under any federal or state law or by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise (including without limitation any settlement or compromise relating to Grantor), the Indebtedness under this Mortgage shall continue in full force and effect until cancellation of this Mortgage. If the Property will continue to be used as security for the Indebtedness had been originally required by this Mortgage or compromise relating to this Mortgage.

EVENTS OF DEFAULT

(1) Grantor ceases to pay any amount due under the Credit Agreement. This includes, but is not limited to, any other aspects of the Indebtedness.

(2) Grantor does not comply with the repayment terms of the Credit Agreement.

(3) Grantor's actions or inactions can include, for example, failure to pay taxes, creation of a senior lien on the Property, or the use of the funds or the dwelling for purposes other than those intended by the Credit Agreement.

RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, Lender, in addition to any other rights and remedies provided by law:

Mortgage:

Grantor shall, from time to time, upon request of Lender, Grantor will make, cause to be made, executed or delivered, to Lender or to Lender's designee, and cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to create, complete, perfect, continue, or preserve (1) Grantor's obligations under this Mortgage, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

In order to do any of the things referred to in the preceding paragraph, Lender may cause to be done, executed or delivered, to Lender or to Lender's designee, and cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to create, complete, perfect, continue, or preserve (1) Grantor's obligations under this Mortgage, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Upon termination of this Mortgage, Lender shall execute and deliver to Grantor a copy of this Mortgage and suitable statements of termination of any existing Lender's security interest in the Rents and the Personal Property. Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, on the Indebtedness and thereafter Lender is forced to remit the amount of the Indebtedness to a trustee in bankruptcy or to any similar person under any federal or state law or by reason of any judgment, decree or order of any court or administrative body or by reason of any settlement or compromise (including without limitation any settlement or compromise relating to Grantor), the Indebtedness under this Mortgage shall continue in full force and effect until cancellation of this Mortgage. If the Property will continue to be used as security for the Indebtedness had been originally required by this Mortgage or compromise relating to this Mortgage.

Grantor shall be in default under this Mortgage if any of the following happen:

(1) Grantor makes a material misrepresentation at any time in connection with the Indebtedness, for example, a false statement about Grantor's income, assets, liabilities, or financial condition.

(2) Grantor does not comply with the repayment terms of the Credit Agreement.

(3) Grantor's actions or inactions can adversely affect the collateral or Lender's rights in the collateral. This includes, but is not limited to, failure to maintain required insurance, waste or destructive use of the dwelling, actions liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the Property without our permission, foreclosure by the holder of another lien, or the use of the funds or the dwelling for purposes other than those intended by the Credit Agreement.

REMEDIES. Upon the occurrence of an Event of Default and at any time thereafter, Lender, in addition to any other rights and remedies provided by law:

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MORTGAGE
(Continued)

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Accelerate Indebtedness. Lender shall have the right to declare the entire Indebtedness due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. Lender shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender or another user of the Property, Lender may require Grantor to irrevocably designate Lender as Grantor's attorney-in-fact to endorse and collect the Rents in the name of Grantor and to negotiate the same and collect the proceeds. Payment of Rents or other users to Lender in response to Lender's demand shall satisfy the obligations for which the Rents are made, whether or not any proper grounds for the demand existed. Lender may exercise this right in person, by agent, or through a receiver.

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

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

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness after application of all amounts received from the exercise of the rights provided in this Mortgage.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available in equity.

Sale of the Property. Grantor hereby waives any and all right to object to the exercise of its rights and remedies, Lender shall be free to sell all or any part of the Property separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale or auction of the Property.

Notice of Sale. Grantor hereby waives any and all right to object to the exercise of its rights and remedies, Lender shall be free to sell all or any part of the Property separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale or auction of the Property.

Election of Remedies. Grantor's election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender chooses to spend money or to perform any of Grantor's obligations under this Mortgage, after which any private sale or other intended disposition of the Property, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Expenses. To the extent not prohibited by applicable law, all reasonable expenses Lender incurs that in Lender's opinion are necessary for the protection of its interest or the enforcement of its rights, shall become a part of the Indebtedness and shall bear interest at the Note rate from the date of expenditure until paid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's expenses for bankruptcy proceedings (including efforts to obtain a stay or injunction) and appeals, to the extent permitted by applicable law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of

er shall have the right at its option without notice to Grantor to declare the due and payable, including any prepayment penalty which Grantor would

all or any part of the Personal Property, Lender shall have all the rights and er the Uniform Commercial Code.

er the right, without notice to Grantor, to take possession of the Property amounts past due and unpaid, and apply the net proceeds, over and above btedness. In furtherance of this right, Lender may require any tenant or make payments of rent or use fees directly to Lender. If the Rents are or irrevocably designates Lender as Grantor's attorney-in-fact to endorse t thereof in the name of Grantor and to negotiate the same and collect the or other users to Lender in response to Lender's demand shall satisfy the nts are made, whether or not any proper grounds for the demand existed. nder this subparagraph either in person, by agent, or through a receiver.

er shall have the right to be placed as mortgagee in possession or to have a ession of all or any part of the Property, with the power to protect and e the Property preceding foreclosure or sale, and to collect the Rents from proceeds, over and above the cost of the receivership, against the in possession or receiver may serve without bond if permitted by law. t of a receiver shall exist whether or not the apparent value of the Property substantial amount. Employment by Lender shall not disqualify a person

y obtain a judicial decree foreclosing Grantor's interest in all or any part of

ted by applicable law, Lender may obtain a judgment for any deficiency ue to Lender after application of all amounts received from the exercise of n.

have all other rights and remedies provided in this Mortgage or the Credit in equity.

ent permitted by applicable law, Grantor hereby waives any and all right to n exercising its rights and remedies, Lender shall be free to sell all or any separately, in one sale or by separate sales. Lender shall be entitled to bid ortion of the Property.

Grantor reasonable notice of the time and place of any public sale of the after which any private sale or other intended disposition of the Personal able notice shall mean notice given at least ten (10) days before the time of

on by Lender to choose any one remedy will not bar Lender from using any s to spend money or to perform any of Grantor's obligations under this to do so, that decision by Lender will not affect Lender's right to declare e Lender's remedies.

rohibited by applicable law, all reasonable expenses Lender incurs that in t any time for the protection of its interest or the enforcement of its rights, ayable on demand, and shall bear interest at the Note rate from the date of ses covered by this paragraph include, without limitation, however subject aw, Lender's expenses for bankruptcy proceedings (including efforts to tay or injunction) and appeals, to the extent permitted by applicable law.

be given under this Mortgage, including without limitation any notice of

default and any notice actually received by a recognized overnight registered mail post office copies of notices of default to Lender's address or the address for notices of default, specifying that the Lender agrees to keep Lender's address for notices of default required by law, if the notice given to all Grantors. Notwithstanding the above, the address for notice for Lender is: Bank One, P.O. Box 901008, Fort Worth, TX 76101-2008.

IDENTITY OF LENDER. Bank One, N.A., a national banking association with its main offices located in Columbus, Ohio.

MISCELLANEOUS PROVISIONS

Amendments. Any amendment to this Mortgage shall be in writing and must be signed by the change of ownership.

Caption Headings. The captions used to interpret the provisions of this Mortgage.

Governing Law. This Mortgage shall be governed by the laws of the State of Ohio. If there ever is a question about the enforceability of any provision of the agreement, the provision that is enforceable under the law of the state or federal law which is evidenced by this and other related documents has been approved, made, and accepted by Lender in the State of Ohio.

Joint and Several. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall be construed to mean each and every Grantor signing below is responsible for all obligations under this Mortgage.

No Waiver by Lender. Lender will not give up any of Lender's rights under this Mortgage unless Lender agrees in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has waived that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean that Grantor will not have to comply with the other provisions of this Mortgage. Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent to any future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If any provision of this Mortgage is not valid or should not be enforced, that provision will not affect the enforceability of the other provisions of this Mortgage. Therefore, a court will enforce the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the same property.

be given in writing, and shall be effective when actually delivered, when (unless otherwise required by law), when deposited with a nationally mailed, when deposited in the United States mail, as first class, certified or registered to the addresses shown near the beginning of this Mortgage. All notices of default in the holder of any lien which has priority over this Mortgage shall be sent to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices of default by giving formal written notice to the other person or persons, and the notice is to change the person's address. For notice purposes, Grantor shall keep Lender advised at all times of Grantor's current address. Unless otherwise provided or required by law, if the notice given to all Grantors is deemed to be Grantor's responsibility to tell the others of the notice from Lender. The address for notice for Lender is: Bank One, P.O. Box 901008, Fort Worth, TX 76101-2008.

Bank One, N.A., a national banking association with its main offices located in Columbus, Ohio.

The following miscellaneous provisions are a part of this Mortgage:

Any amendment to this Mortgage and in the Related Documents is Grantor's entire responsibility to tell the others of the notice from Lender. The address for notice for Lender is: Bank One, P.O. Box 901008, Fort Worth, TX 76101-2008.

The captions used to interpret the provisions of this Mortgage.

This Mortgage shall be governed by and interpreted in accordance with federal law and the laws of the State of Ohio, except for matters related to interest and the exportation of interest, which shall be interpreted in accordance with federal law (including, but not limited to, regulations, and opinions) and laws of the State of Ohio. However, if there ever is a question about the enforceability of any provision of the agreement, the provision that is enforceable under the law of the state or federal law which is evidenced by this and other related documents has been approved, made, and accepted by Lender in the State of Ohio.

All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall be construed to mean each and every Grantor signing below is responsible for all obligations under this Mortgage.

Lender will not give up any of Lender's rights under this Mortgage unless Lender agrees in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has waived that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean that Grantor will not have to comply with the other provisions of this Mortgage. Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent to any future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

If any provision of this Mortgage is not valid or should not be enforced, that provision will not affect the enforceability of the other provisions of this Mortgage. Therefore, a court will enforce the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the same property.

written consent of

Successors and interest, this Mortgage assigns. If own notice to Grantor. Indebtedness by Mortgage or liability

Time is of the Essence

Waiver of Homestead exemption

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

Borrower. The Borrower and entities signatory to the Mortgage Agreement.

Credit Agreement. The original promissory note, extensions of, renewals of, amendments to, or substitutions for the promissory note or agreement, and the index. The index shall be calculated on a monthly basis and therefore the payments shall be calculated on a monthly basis. Notwithstanding, the payments shall be subject to the provisions of this Mortgage and applicable law.

Environmental Laws. Regulations and orders of the Environmental Protection Agency, and any other laws, rules, or regulations adopted pursuant thereto.

Event of Default. Any event of default set forth in this Mortgage.

Existing Indebtedness. The indebtedness described in the Existing Indebtedness provision of this Mortgage.

Grantor. The words "Grantor" mean DAVID TURNER and CHRISTINA M TURNER.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to the environment when improperly used, treated, stored, disposed of, transported or otherwise handled. The words "Hazardous Substances" are used and include without limitation any and all hazardous or toxic substances, as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof.

Improvements. The words "Improvements" means all existing and future improvements, buildings, structures, mobile homes, fixtures, additions, replacements and other improvements on the Real Property.

subject to any limitations stated in this Mortgage on transfer of Grantor's interest in the Real Property, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If the Real Property becomes vested in a person other than Grantor, Lender, without the consent of Grantor, this Mortgage shall remain in full force and effect with Grantor's successors with reference to this Mortgage and the Real Property. This Mortgage shall not be subject to discharge or extension without releasing Grantor from the obligations of this Mortgage and the Real Property.

of the essence in the performance of this Mortgage.

Grantor hereby releases and waives all rights and benefits of the homestead exemption of the State of Illinois as to all Indebtedness secured by this Mortgage.

shall have the following meanings when used in this Mortgage:

"Borrower" means DAVID TURNER and CHRISTINA M TURNER, and all other persons who are signatories to the Mortgage Agreement.

"Credit Agreement" mean the credit agreement dated October 26, 2001, in the amount of \$51,000.00 from Grantor to Lender, together with all renewals of, extensions of, amendments to, or substitutions for the promissory note, and the index. The interest rate on the Credit Agreement is a variable interest rate based upon an index of 1.000% per annum. If the index increases, the payments tied to the index, secured hereunder, will increase. Any variable interest rate tied to the index shall begin on the commencement date indicated for the applicable payment schedule. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall not exceed the maximum rate. NOTICE: Under no circumstances shall the interest rate on the Credit Agreement exceed the lesser of 25.000% per annum or the maximum rate allowed by law as of the date of this Mortgage is October 26, 2016.

"Environmental Laws" mean any and all state, federal and local statutes, regulations and orders of the Environmental Protection Agency, and any other laws, rules, or regulations adopted pursuant thereto, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601, et seq. ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., or any other laws, rules, or regulations adopted pursuant thereto.

"Event of Default" mean any of the Events of Default set forth in this Mortgage.

"Existing Indebtedness" mean the indebtedness described in the Existing Indebtedness provision of this Mortgage.

"Grantor" means DAVID TURNER and CHRISTINA M TURNER.

The words "Hazardous Substances" mean materials that, because of their physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to the environment when improperly used, treated, stored, disposed of, transported or otherwise handled. The words "Hazardous Substances" are used and include without limitation any and all hazardous or toxic substances, as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof.

"Improvements" means all existing and future improvements, buildings, structures, mobile homes, fixtures, additions, replacements and other improvements on the Real Property.

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MORTGAGE
(Continued)

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Indebtedness. expenses payable, extensions of, in Documents and expenses incurred on such amount. "Indebtedness" is However, the term this Mortgage.

Lender. The word "assigns" means at

Mortgage. The

Personal Property. personal property; together with any of such proceeds and refunds of p

Property. The w

Real Property. T in this Mortgage.

Related Documents. agreements, en security deeds, c or hereafter exist

Rents. The word and other benefit

"Indebtedness" means all principal, interest, and other amounts, costs and credit Agreement or Related Documents, together with all renewals of, consolidations of and substitutions for the Credit Agreement or Related expended or advanced by Lender to discharge Grantor's obligations or enforce Grantor's obligations under this Mortgage, together with interest d in this Mortgage. In addition, and without limitation, the term "amounts identified in the Revolving Line of Credit paragraph of this Mortgage." is subject to the limitations identified in the Maximum Lien section of

ns Bank One, N.A., its successors and assigns. The words "successors or company that acquires any interest in the Credit Agreement.

" " means this Mortgage between Grantor and Lender.

"Personal Property" mean all equipment, fixtures, and other articles of ter owned by Grantor, and now or hereafter attached or affixed to the Real sions, parts, and additions to, all replacements of, and all substitutions for, ther with all proceeds (including without limitation all insurance proceeds in) sale or other disposition of the Property.

means collectively the Real Property and the Personal Property.

"Property" mean the real property, interests and rights, as further described

"Related Documents" mean all promissory notes, credit agreements, loan eements, guaranties, security agreements, mortgages, deeds of trust, ages, and all other instruments, agreements and documents, whether now n connection with the Indebtedness.

is all present and future rents, revenues, income, issues, royalties, profits, the Property.

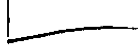
EACH GRANTOR AG
GRANTOR AGREES

GRANTOR:

x 
DAVID TURNER, II

x 
CHRISTINA M. TURNER

HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH





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MORTGAGE
(Continued)

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11142598

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

)

) SS

COUNTY OF COOK

)



On this day before me,
Notary Public, personally appeared **DAVID TURNER**, to me known to
be the individual debtor who executed the Mortgage, and acknowledged that he or she signed the
Mortgage as his or her voluntary act and deed, for the uses and purposes therein mentioned.

On this day before me, signed Notary Public, personally appeared **DAVID TURNER**, to me known to
be the individual debtor who executed the Mortgage, and acknowledged that he or she signed the
Mortgage as his or her voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand

and seal this 26th day of October, 2001.

By Criselda C. Gossett

Criselda C. Gossett
Notary Public

Residing at Turner St.

Notary Public in and for the County of Cook

My commission expires 04-01-02



2726720+1
TURNER, DAVID
DEED OF TRUST / MORTGAGE



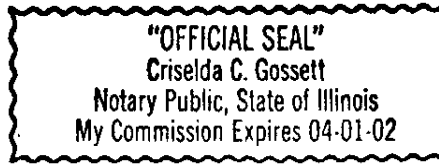
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Property of Cook County Clerk's Office

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

)
) SS
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11142598

COUNTY OF COOK

On this day before me, known to be the individual who signed the Mortgage mentioned.

signed Notary Public, personally appeared CHRISTINA M TURNER, to me and who executed the Mortgage, and acknowledged that he or she did so free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand

and seal this 26th day of October, 2001.

By Criselda C. Gossett

Criselda C. Gossett

Residing at Aurora, IL

Notary Public in and for

of IL

My commission expires

4-1-02

Property of Cook County Clerk's Office