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Heritage Bank 17500 South Oak Park Avenue Tinley Park, IL 60477

WHEN RECORDED MAIL TO:

lage Bank 10 South Cak Park Avenue Tinley Park, IL 80477

SEND TAX NOTICES TO:

Walter A. Nelson and Murityn J. Nel 63065548 Tinley Park, IL. 80477

\$29.50 DEPT-01 RECORDING T#8888 TRAN 3724 12/28/93 07:46:00 #8704 # *-03-065548 COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 14, 1993, between Walter A. Nelson and Marilyn J. Nelson, as Joint Tenants, whose Address is 8440 W. 165th Place, Tinley Park, IL 60477 (referred to below as "Grantor"); and Heritage Bank, whose address is 17500 South Oak Park Avenue, Tinley Park, IL. 60477 (referred to below as "Lender").

GRANT OF MORTGAGE. Fr/ 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 excernents, rights of way, and protect and water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royal and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook Courty, State of illinois (the "Real Property"):

Lot 212 in Cherry Hill Farms Unit 3, Being a Subdivision of part of the Southwest 1/4 of Section 23 and part of the East 1/2 of the Morth West 1/4 of Section 26, Township 36 North, Range 12 East of the Third Principal Meridian in Cook County, illinois.

The Real Property or its address is commonly known as 8440 W. 165th Place, Tinley Park, IL 60477. The Real Property tax Identification number is 27-23-312-038.

Grantor presently assigns to Lender all of Grantor's in tide, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Co le security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following me in ings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Color exclail Code. All references to dollar amounts shall mean amounts in lawful money of the Unifed States of America.

Credit Agreement. The words "Credit Agreement" mean the rr volvi ig line of credit agreement dated December 14, 1993, between Lender and Grantor with a Credit limit of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of th's Mortgage is January 15, 1999. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currence is 6.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate equal to the index, subject however o "he following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebter, or as described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Watter A. Nelson and Marttyn J. Nelson. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

improvements. The word "improvements" means and includes without limitation all vacture and tuture improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and often construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Cricit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation this Mortgage secures a revolving line of credit and shall secure not only the amount 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 tweity (70) 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 the program. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the prodit 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 outstanding under the Credit Agreement 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 the paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that tills wiorigage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means Heritage Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. S. C.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, morigages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY 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

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following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

Hazardous Substances. The terms "hazardous wasts," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as arranded, 42 U.S.C. Section 9001, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the floragoing. The sems "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the petrol of Grantor's ownership of the Property. There has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Cirantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (f) any use, generation, manufacture, storage, treatment, disposal, release, or threatened litigation or claims of any kind by larger or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by enrant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, stora, treat, dispose of, or release any enzant, contractor, agent or other authorized user of the Property and (ii) any such activity shall be conducted in conducted in colonia for regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lander may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lander may deem appropriate to determine compliance of the Property to make s

Nulsance, Waste. Grantor shall not (Pice, 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 smitter, minerate (Including of and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property Without the prior written consent of Lender. 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 its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purp to a of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Granter that promptly comply with all laws, ordinances, and regulations, now or herselfer in effect, of all governmental authorities applicable to the use of occupancy of the Property. Grantor may contest in good tath any such law, ordinance, or regulation and withhold compliance during any proceding, 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. Londer 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.

DUE ON SALE - CONSENT BY LENDER. Lander may, at its option, declare implied you and payable all sums secured by this Mongage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Pale Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein whether legal, beneficial or equilable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in to any land trust did title to the Real Property, or by any other method of conveyance of Real Property interest. If any Granfor is a corport don, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Granfor. However, this option shall not be exercised by Lender if such example in prohibited by federal law or by tilinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a parent this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payrok to expected 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 all tiens having priority over or equal to the interest of Lancer under this Mortgage, except for the field in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a guod ''''. dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a fien arises or is filled as a result of nonpriminal, Grantor shall within filteen (15) days after the tien arises or, if a fien is filled, within filteen (15) days after Grantor has notice of the filling, sectric affection of the filling, sectric affecting of the filen, or requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security safficactory to Linker in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or safe under the lien. In any comest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Froporty. Grantor shall name Lender as an additional obligee under any surely bond turnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand turnish to Londer 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 and the cost exceeds \$2,500.00. 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 !nsuring the Property are a part of this Morigage.

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 collegurance clause, and with a standard mortgages 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 combaning 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. Should the Real Property at any time become 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, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the list that unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notity Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor falls to do so within filteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, 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 estisfactory 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 hersunder. 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 prepay accrued interest, and the remainder, if any, shall be pended to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be need to Grantor.

Unauptred insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Froperty 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.

Compilance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compilance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compilance with the insurance provisions under this Mortgage, to the extent compilance 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.

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will 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, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) 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. This Mortgage 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 the default any such action by Lander shall not be construed as curing the default so as to bar Lander from any remedies. may be entitled on account of the 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.

Tible. 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 a thority to execute and deliver this Mortgage to Lender.

Delense of Title. Sobject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all prisons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mongage, Grantor they 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 be delivered,

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 gov. romental authorities.

EXISTING INDESTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Morigage.

Editing Lien. The lien of this Mortgap: securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to First Calumst City Saving's discribed as: Mortgage Loan dated February 9, 1979 and recorded February 13, 1979 as Document 24,843,156. The existing obligation has a current principal balance of approximately \$27,582.00 and is in the original principal amount of \$34,700.00. Grantor expressly covenants and races to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the Incurrents for such

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 it is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future adverses under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condernr attor of the Property are a part of this Mortgage.

ition of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that of or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condection.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. 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 its own choice, and Grantor will deliver or cause to vered to Lender such instruments as may be requested by it from time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburee Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or conficuling this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Morigage or upon all or any part of the Indebtedness secured by this Morigage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Morigage; (c) a tax on this type of Morigage chargeable of that the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal ard ini rest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this North and this event shall have the same effect as an Evant of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Montgage as a security agreement are a part of this

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Granior shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to turther assurances and attorney-in-fact are a part of this

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or Further Assurances. made, executed or detivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall relimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lendor's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Morigage, Lender shall execute and deliver to Grantor a suitable statisfaction of this Morigage and suitable statisfaction.

of termination of any financing statement on file evidencing Lander's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lander from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Coffect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and coffect the Rents, including amounts past due and unpaid, and apply the not 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, then Grantor Irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Crantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligation. For which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this rubp regraph either in person, by agent, or through a receiver.

Mortgages in Posser ton. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or unit port of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Reins from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apps of the Property exceeds the Indebtedness by a substantial amount. Employment by Lander shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Lender may of tain a judicial decree foreclosing Granton's Interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

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

Sale of the Property. To the extent permitted by applicable law, Grantor hereby walves any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be lied to sell all or any part of the Property together or separately, in one sale or by separate sales, Lender shall be entitled to bid at any public user on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable mitted of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Ferronal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a bleach of a provision of this Mortgage shall not constitute a waiver of or prejudies the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make exp. inditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to decir re i default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to ento be any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees, at the 'ar' on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender's opinion are necessary at any time for the protection of its interest or the enforcement of the rights shall become a part of the Indebtedness payable on demand and one have have interest from the date of expenditure until rapaid at the Credit Agreement rate. Expenses covered by this paragraph include, without triatrition, however subject to any limits under applicable law, Lander's attorneys' fees and Lander's legal expenses whether or not there to a swell—including attorneys' fees tor bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any antil pated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' repirts, and appreciate fees, and title insurance, to the exemption permitted by applicable law. Grantor also will pay any court costs, in addition to all other our a provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including witi out irratation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, portage prepaid, directed to the address shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of treationante from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortnege. For notice purposes, Grantor agrees to keep Lender informed at all times of Gramor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents, constitutes the entire understanding and together with any Related Documents and tog

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. (N) Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Marger. There shall be no merger of the interest or estate created by this Montgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unerforceable as to any person or circumstance, such finding shall not render that provision invalid or unerforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be an modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have welved any rights under this Mortgage (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Mortgage shall not constitute a walver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior walver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a walver of any of Lender's rights or any of Grantor's obligations as o any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any Instance shall not constitute continuing consent to subsequent instances where such consent is required.

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12-14-1993 Loan No

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TERMS. GRANTOR: X Walter A. Nolson	x Marilyn J. Nelson
This Morigage prepared by: Hertings Bank, Pyrk Avenue 17500 South Cak Park Avenue Tinley Park, Illinois 40477	
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Illinois)	
COUNTY OF Coak	
On this day before me, the undersigned Notary Public, personally individuals described in any man executed the Mortgage, and acknowled the uses and purposes there's mentioned.	appeared Walter A. Nelson and Marilyn J. Nelson, to me known to be the wiedged that they signed the Mortgage as their free and voluntary act and deed,
Given under my hand and official usal this	day of December 19 93.
of faulitte & Minarcit	Residing at Linery Park
Notary Public in and for the State of Allinus ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.18d (c) 18.30 (1 roServices, Inc. Alicial	My commission expires 1-/3-9-7
	RUITESETVEC. (IL-GOS EQTHELS.LNL1.OVL)

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