## UNOFFICIALTEOPY95282 Ho ray



## MORTGAGE

03077667

	GRANTOR	WORKOWEN THE TAXABLE PROPERTY TO A PROPERTY	
	ALAN B. MACEY	STAN IN MACRY	
	HARGARET F. BRADY	MARGARET F. BRADET-01 RECORDINGS \$27	7.4
		T#9979 TRAN #298 12/30/93 11/12:0	10
		#9853 # #@3@77467	
		COOK COUNTY RECOMDER	
	ADDRESS	ADDRESS	
i	18632 MARTIN AVE.	18632 MARTIN AVE.	
ł	BOOKHOOD, IL 60430 TREPRESE NO. BOOKSTREE	THOR WAS A SECOND TO SECON	
Į		8-7632 708-798-8086 351-48-7632	

 GRAFIT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lander identified above, the real property described in Schedule A which is attached at this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appuniersancie; leases, licenses and other agreements; rents, leases and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and cross pertaining to the real property (ournulatively "Property").

2. OBLIGATIONS. This Mortgar, or all secure the payment and performance of all of Sorrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively Ct ligations') to Lender pursuant to:

(a) this Mortgage and the following prumit eory notes and other agreements:

Control MATE	PRINCIPAL AMOUST/ CREDIT LIMIT	PURDING/ ADMINIST DATE	SATURETY SATE	CUS YOURS	LOAN NOTANGAN
FIXED	\$20,000.00	12/24/93	12/23/94		71000067-2
		Co			

all other present or future obligations of Borrower or Grantur to Lender (whether incurred for the same or different purposes than the fecegoing);

b) all renewals, extensions, amendments, modifications, replacements of cubatitutions to any of the foregoing.

3. PURPOSE. This Mortgage and the Obligations described herein are a secured and incurred for PRESONAL.

6. EXPENSES. To the extent permitted by law, this Mortgage secures the repsyment of all amounts expended by Lender to perform Grantor's covenants under the Mortgage or to maintain, preserve, or dispose of the Property, including but not limited by, amounts expended for the payment of taxes, special assessments, or incurance on the Property, plus interest thereon.

8. CONSTRUCTION PURPOSES. If checked, [ ] this Mortgage secures an indebtedness for constructor curposes.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, werrants and egvenants to be likely that:

- (a) Grantor shall maintain the Property free of all liens, security interests, enountbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, 'lischarged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials of a from the Property. Grantor shall not commit or permit such actions to be taken in the tribure. The term "Hazardous Materials" shall mean any negatious waste, toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but in it imited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphemyle; (iv) those substances, materials or wastes designeted as a "hazardous substances, materials or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Recourse Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substances, materials, visually substances, materials, visually substances, materials, visually substances, visually substances, visually substances, visually substances, visually substances, visually substan
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
- (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not fimited to, those governing Hazardous Materials) or Lander's rights or interest in the Property pursuant to this Mortgage.
- 8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declars the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promiseory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monles payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

Page 1 of g M NEB value

11. COLLECTION OF INDESTEDNESS FROM THIRD PARTY. Lender Shall be entired to it 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender that be entired to horify or require Gramfor to notify any third party (including, but not limited to, issueses, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor shall ellipse; "indebtedness") whether or not a default exists under this Mortgage. Grantor shall ellipse indebtedness giving to Grantor from these third parties until the giving of such notification, in the event that Grantor possesses or receives possession of indebtedness giving to Grantor from these third parties until the giving of such notification or if the instruments or other semilianses any instrument or dependent or the indebtedness of the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender spart from its other property, endorse the instruments and other remittances to Lender, and immediately previde other remittances in trust for Lender spart from its other property, endorse the instruments and other remittances to Lender, and immediately previde other remittances or the instruments and other remittances to Lender, and immediately previde the entitled, but not required to collect (by legal proceedings or otherwise), Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), and entitled that the form promise, exchange or release any obtigor or collateral upon, or otherwise settle any of the indebtedness whether or not extend the time for payment, compromise, exchange or release any obtigor or collateral upon, or otherwise settle any of the indebtedness whether or not extend the time for payment, compromise, exchange are received to Grantor for any action, error, mistake, ornisator or delay

12. USE AND MAINTENANCE OF PROPERTY. Granfor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any wasts to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any attentions, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lander, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any lose, theft, destruction or damage (ournulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. INSUPANCE. Granter shall keep the Property insured for its full value against all hazards including less or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Granter may obtain insurance on the Property from such companies as are acceptable to Lender in its sale discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies discretion. The insurance policies shall name Lender as a mortgages and provide that no act or omission of Granter or any are attered or cancelled in any manner. The insurance policies shall name Lender as a mortgages and provide that no act or omission of Granter or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lander's option, Lender may apply the insurance proceeds to be paid to Lender. In the event Granter falls to acquire may apply the insurance, Lander (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the or maintain insurance, Lander (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance coverable be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Granter here under Lander with evidence of insurance if dicating the required coverage. Lander may act as attorney-in-fact for Granter in making and estiting claims under Lander with evidence of insurance in dicating the required coverage. Lander may act as attorney-in-fact for Granter in making and estiting claims under insurance policies, cancelling any insurer. All such insurance insurance policies, cancelling any insurer, pludged and delivered to Lender for further securing the Obligations. In the event of loss, Granter shall have the right, at its sole option, to apply such more toward the Obligations or toward the cost of

15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property becomes a noncenforming use under any zoning provision the use of the Property without Lender's prior writter, consent. If Grantor's use of the Property becomes a noncenforming use under any zoning provision Grantor shall not cause or permit such use to be diligon if when the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Grantor shall immediately privide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal (expiness and other costs (notuding appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender's payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding affecting the Property. Gruitor in the appoints Lender as its attorney-in-fact to commence, intervens in, and defend such actions, sults, or other legal proceedings and to compromise or silits any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lander shall not essume or be responsible for the promise of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lander and its sharenride a, directors, officers, employees and agents with written nesses of under any circumstances. Grantor shall immediately provide Lander harmless from all claims, darnages, itsbilities (including statement) fees and legal expenses), causes of action, actions, and indemnify and told Lander harmless from all claims proceedings (cumulatively "Claims") pertaining to the Property (it old ding, but not limited to, those involving Hazardous Materials), suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (it old ding, but not limited to, those involving Hazardous Materials), suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (it old ding, but not limited to, those involving Hazardous Materials), suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (it old ding, but not limited to, those involving Hazardous Materials), suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (it old ding, but not limited to, those involving Hazardous Materials).

Grantor, upon the request of Lander shall hire legal counsel acceptable to Lander to different such Claims, and pay the costs incurred in connection therewith. In the alternative, Lander shall be entitled to employ its own legal coving and Claims at Grantor's costs. Grantor's costs incurred in the property of th

19. TAXES AND ABSESSMENTS. Grantor shall pay all taxes and assessments relating to Tro-erty when due. Upon the request of Lander, Grantor shall deposit with Lander each month one-twelfth (1/12) of the estimated annual insurance premium, to use and assessments pertaining to the Property as satisfiated by Lander. So long as there is no default, these amounts shall be applied to the payment to traves, assessments and insurance as required on stimated by Lander. So long as there is no default, these amounts shall be applied option, to apply the tunds of the discussions and travel the Chilipations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

20. IMSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lander or its in onto the grants to examine and inspect the Property and standard or its in one of the grants shall provide any assistance and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall be genuine, true, accurate and required by Lander for these purposes. All of the signatures and information contained in Grantor's books and records pertaining to the Property. Additionally, complete in all respects. Grantor shall note the existence of Lander's beneficial interest in its books and records pertaining to the Property. Additionally, complete in all respects. Grantor's first condition or the Property. The Grantor shall report, in a form satisfactory to Lander, such information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lander may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance in the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.

22. DEFAULT. Grantor shall be in default under this Morigage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) falls to pay any Obligation to Lender when due;
(b) falls to pay any Obligation to Lender when due;
(c) falls to perform any Obligation or breaches any warranty or covenant to Lender contained in this Morigage or any other present or future, written or oral, agreement;

or oral, agreement;
(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
(d) seeks to revoke, terminate or otherwise limit its Hability under any guaranty to Lander;
(d) seeks to revoke, terminate or otherwise limit its Hability under any guaranty to Lander;
(e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is Hiegal; or
(f) causes Lander to deem itself insecure in good faith for any reason.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following les without notice or demand (except as required by law):
(a) to declare the Obligations immediately due and payable in full;

(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to

Grantor and Lender; (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;

- (a) to consect all of the rems, issues, and promis from the Property from the date of details and thereafter;
  (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
  (f) to foreolose this Mortgage;
  (g) to set off Grantor's Obligations against any amounts due to Lender Including, but not limited to, monies, instruments, and deposit accounts restricted with 1 anders and

nined with Lender; and (h) to exercise all other rights evallable to Lender under any other written agreement or applicable law. (h) to exercise all other rights available to Lender under any other written agreement or any order. In the event that Lender ineffutes an action seeking the Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender ineffutes an action seeking the Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender ineffutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor welves the poeting of any production of the Property by way of a prejudgment remedy in an action against Grantor, Grantor welves the poeting of any production of the Property by way of a prejudgment remedy in an action against Grantor, Grantor welves the poeting of any production of the Property by way of a prejudgment remedy in an action against Grantor, Grantor welves the poeting of any production of the Property by way of a prejudgment remedy in an action against Grantor, Grantor welves the poeting of any production of the Property by way of a prejudgment remedy in an action against Grantor.

- As all homestead or one resimptions to which Grantor would otherwise be 24. WAIVER OF HOMESTEAD AND DINER AIGHT B. G and heady entitled under any applicable law. **—** 
  - 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 25. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied In the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; than to reimburse Lander for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, tiling fees, notification costs, and appraisal costs); then to the payment of the ns; and then to any third party as provided by law
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimbures Lander for all amounts (including attorneys' fees and legal expenses) expended by Lander in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lander under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lander as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or executed by Grantor under this Mortgage. Lander's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, escurity interest or encumbrance discharged with funds adjuncted by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COST If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage. Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Len er may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining faction of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Leader to release any of its interest in the Prope ty.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lander's rights under this Morigage must be contained in a writing signed by Lander. Lander may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without osusing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amende compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Carlor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Morigary shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees
- 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in willing and sent to the parties at the addresses described in this Mortgage or such other address as the parties not designate in writing from time to time. Any such notice so given and sent by sertified mail, postage prepaid, shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortgage violates the law of is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the facts where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Gr. n' ir waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall be of de all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby walves any right to trial in jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
  - 29. ADDITIONAL TERMS.

ortgage of the Property securing this mortgage. This mortgage and any related documents it present the complete integrated differentially between the terms and conditions of those documents.				
29. ADDITIONAL TERMS.	CAY'S ONE			
Grantor acknowledges that Grantor has read, understands, and agrees to the to Dated: DECEMBER 24, 1993	erms and conditions of this Mortgage.			
Oldn E. Macey 1224.93 What E. Macey 1224.93	MARGARET F. BRADY  WARGARET F. BRADY  WARGARET F. BRADY  WARRED  WARRELD			
DRANTOR:	GRANTOR:			
PAANTOR:	GRANTOR:			
EPANTOR:	GRANTOR:			

State of ILLIHOIS UNCEFFIC	AL COPY
County of	County of )
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALAN E. HACKY AND HARCARET F. BRADY, HIS WIFE	The foregoing instrument was acknowledged before me this
personally known to rise to be the same person. S whose name $\_$ They subscribed to the foregoing instrument, appeared before me this day in person and soknowledged that $\_$ The $\underline{Y}$ signed, sealed and delivered the said instrument as $\_$ Their free	
and voluntary act, for the uses and purposes herein set forth.  Given under my hand and official seal, this 24th day of Decorate 1993	Given under my hand and official seal, this day of
Commission S-10-94	Commission expires:
My Commission Expires 5/10/94	DULEA
The street address of the Property (4 policeble) is: 18632 MARTIN AVE. HOMEMOOD, IL 60430	

Permanent Index No.(s): 32-06-124-020

The legal description of the Property is:

LOT 7 IN BLOCK 2 IN SECOND ADDITION TO DOWNEY MANOR, A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 MORTH, RANGE 14, EAST OF THE TEIRD PRINCIPAL MERIDIAN, 27, COOK COUNTY, ILLIMOIS. County Clark's Office

SCHEDULE B

This instrument was prepared by: RACHEL C. LENTS

After recording return to Lender.

ADVANCE BANK, s.b.

2320 THORNTON ROAD

LANSING, IL 60438