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0521533053

RECORDATION REQUESTED BY:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

Doc#: 0521533053
Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 08/03/2005 09:10 AM Pg: 1 of 13

WHEN RECORDED MAIL TO:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

SEND TAX NOTICES TO:
PARKWAY BANK & TRUST
CO.
4800 N. HARLEM AVE.
HARWOOD HEIGHTS, IL
60706

FOR RECORDER'S USE ONLY

8280995 / 25067378
This Mortgage prepared by:

Marianne L. Wagerler
Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60706

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 \$450,000.00.

THIS MORTGAGE dated July 8, 2005, is made and executed between Firas Kaplani and Liana Kaplani, as joint tenants (referred to below as "Grantor") and PARKWAY BANK & TRUST CO., whose address is 4800 N. HARLEM AVE., HARWOOD HEIGHTS, IL 60706 (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:

LOT 182 IN KRAVOLEC'S SUBDIVISION OF LOTS 2, 3, AND 5 IN PARTITION OF THE WEST 60 ACRES NORTH OF SOUTH WESTERN PLANK ROAD OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1901 S. Pulaski, Chicago, IL 60623. The Real Property tax identification number is 16-23-316-001-0000

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

BOX 333-CT1

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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

strip, or suffer any not cause, conduct or permit any nuisance nor commit, permit, or suffer any removal, or grant to any other party the right to remove, any timber, minerals, scoria, soil, gravel or rock products without Lender's prior written consent.

...st in the Property, whether by foreclosure or otherwise. ... and reconveyance of the lien of this Mortgage and shall not be affected by ... including the obligation to indemnify, shall survive the payment of the ... or not the same was or should have been known to Grantor. The provisions ... release or threatened release occurring prior to Grantor's ownership or ... section of the Mortgage or as a consequence of any use, generation, and expenses which Lender may directly or indirectly sustain or suffer, ... indemnify and hold harmless Lender against any and all claims, losses, ... on in the event Grantor becomes liable for cleanup or other costs under any ... Grantor hereby (1) releases and waives any future claims against ... contained herein are based on Grantor's due diligence in investigating the ... liability or liability on the part of Lender to Grantor or to any other person. The ... ests made by Lender shall be for Lender's purposes only and shall not be ... appropriate to determine compliance of the Property with this section of the ... to enter upon the Property to make such inspections and tests, at Grantor's ... ordinances, including without limitation all Environmental Laws. Grantor ... activity shall be conducted in compliance with all applicable federal, state, ... at, dispose of or release any Hazardous Substance on, under, about or from ... Grantor, contractor, agent or other authorized user of the Property shall use, ... Except as previously disclosed to and acknowledged by Lender in writing, ... (c) any actual or threatened litigation or claims of any kind by any person ... Substances on, under, about or from the Property by any prior owners or ... (b) use, generation, manufacture, storage, treatment, disposal, release or ... and acknowledged by Lender in writing, (a) any breach or violation of any ... Grantor has no knowledge of, or reason to believe that there has been, ... threatened release of any Hazardous Substance by any person on, under, ... the Property, there has been no use, generation, manufacture, storage, ... During the ... Laws. Grantor represents and warrants to Lender that: (1) ...

... all maintain the Property in tenable condition and promptly perform all ... necessary to preserve its value.

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

... OF THE PROPERTY. Grantor agrees that Grantor's possession and use of ... following provisions:

... Except as otherwise provided in this Mortgage, Grantor shall pay to Lender ... as they become due and shall strictly perform all of Grantor's obligations

ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Property and Rents.

without Lender's prior written

Removal of Improvements (including oil and gas), coal, stripping of or waste on or the foregoing, Grantor will

Nuisance, Waste. Grantor Lender's acquisition of any

Indebtedness and the satisfi of this section of the Mort interest in the Property, whe manufacture, storage, disp resulting from a breach of liabilities, damages, penalti such laws; and (2) agree Lender for indemnity or cont Property for Hazardous Sub representations and warrant construed to create any resp Mortgage. Any inspections expense, as Lender may de authorizes Lender and its ag and local laws, regulations the Property; and (b) any generate, manufacture, stor (a) neither Grantor nor a relating to such matters; and occupants of the Property, threatened release of any H Environmental Laws, (b) except as previously disclos about or from the Property; treatment, disposal, release period of Grantor's ownerst

Compliance With Environ

repairs, replacements, and

Duty to Maintain. Grantc Property.

Possession and Use. Unt and control of the Property;

POSSESSION AND MAINTEN the Property shall be governed b

under this Mortgage.

PAYMENT AND PERFORMAN all amounts secured by this Mor

THIS MORTGAGE. THIS MOR PERFORMANCE OF ANY ANI AND PERSONAL PROPERTY, THIS MORTGAGE, INCLUDING Code security interest in the Per

UNOFFICIAL COPY**MORTGAGE
(Continued)**

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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, including without limitation, the Americans With Disabilities Act. 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 or 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. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; 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 or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

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 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 attorneys' 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

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Grantor shall procure and maintain policies of fire insurance with standard replacement basis for the full insurable value covering all improvements on the Real Estate with a standard mortgage comprehensive general liability being named as additional insured such other insurance, including but not limited to hazard, business interruption and boiler insurance as well as liability insurance policies. Additionally, Grantor shall maintain insurance in such coverage amounts as Lender may request with Lender in such liability insurance policies. Grantor shall also procure and maintain such coverage in favor of Lender. Grantor shall also procure and maintain an amount sufficient to avoid application of any coinsurance clause, in an amount sufficient to avoid application of any coinsurance clause, clause in favor of Lender. Grantor shall also procure and maintain insurance in such coverage amounts as Lender may request with Lender in such liability insurance policies. Additionally, Grantor shall maintain but not limited to hazard, business interruption and boiler insurance as well as liability insurance policies and in such form as may be all be written by such insurance companies and in such form as may be Grantor shall deliver to Lender certificates of coverage from each insurer coverage will not be cancelled or diminished without a minimum of thirty (30) 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 by any act, omission or default of Grantor or any other person. Should the Real Estate be located in an area designated by the Director of the Federal Emergency Management Agency as a flood hazard area, Grantor agrees to obtain and maintain Flood Insurance, if available, within flood hazard area, for the securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as to maintain such insurance for the term of the loan.

Grantor shall promptly notify Lender of any loss or damage to the Property, whether or not Lender's election, receive and retain the proceeds of any repair of the Property. If Lender elects to apply the proceeds to restoration or replacement of the damaged or destroyed improvements in a manner satisfactory to Lender, Grantor shall provide satisfactory proof of such expenditures, pay or reimburse Grantor from the proceeds of repair or restoration if Grantor is not in default under this Mortgage. Any amount of the Property shall be used first to pay any amount owing to Lender under this Mortgage, and the remainder, if any, shall be applied to the principal balance of the Mortgage, then to the balance of the indebtedness proceeds shall be paid to Grantor. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed sufficient to pay such taxes, insurance premiums, assessments and other charges, demand of Lender. All such payments shall be carried in an interest-free account with Lender, in lieu of establishing such reserve. Grantor shall have the right to draw upon the reserve (or other account) to secure the payment of estimated taxes, insurance premiums, assessments and other charges. Lender shall not be construed as requiring Lender to advance other monies or to incur any liability for anything it may do or omit to do with respect to the

Grantor shall pay the difference between the amount of all assessments and other charges which may accrue against the Property, if the amount so estimated exceeds the amount of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property, if the amount so estimated exceeds the amount of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property, if the amount so estimated exceeds the amount of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property, if the amount so estimated exceeds the amount of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property, if the amount so estimated exceeds the amount of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property, if the amount so estimated exceeds the amount of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property, if the amount so estimated exceeds the amount of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent.

will upon request of Lender and will pay the cost of such

PROPERTY DAMAGE INSURANCE

Mortgage:

Maintenance of Insurance

extended coverage endorsement on the Real Estate with a standard mortgage comprehensive general liability being named as additional insured such other insurance, including but not limited to hazard, business interruption and boiler insurance as well as liability insurance policies. Additionally, Grantor shall maintain insurance in such coverage amounts as Lender may request with Lender in such liability insurance policies. Grantor shall also procure and maintain an amount sufficient to avoid application of any coinsurance clause, in an amount sufficient to avoid application of any coinsurance clause, clause in favor of Lender. Grantor shall also procure and maintain insurance in such coverage amounts as Lender may request with Lender in such liability insurance policies. Additionally, Grantor shall maintain but not limited to hazard, business interruption and boiler insurance as well as liability insurance policies and in such form as may be all be written by such insurance companies and in such form as may be Grantor shall deliver to Lender certificates of coverage from each insurer coverage will not be cancelled or diminished without a minimum of thirty (30) 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 by any act, omission or default of Grantor or any other person. Should the Real Estate be located in an area designated by the Director of the Federal Emergency Management Agency as a flood hazard area, Grantor agrees to obtain and maintain Flood Insurance, if available, within flood hazard area, for the securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as to maintain such insurance for the term of the loan.

Application of Proceeds.

Lender may make proof of its not Lender's security is impaired by the proceeds of the insurance and apply the proceeds to the repair of the Property, or the restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Grantor shall provide satisfactory proof of such expenditures, pay or reimburse Grantor from the proceeds of repair or restoration if Grantor is not in default under this Mortgage. Any amount of the Property shall be used first to pay any amount owing to Lender under this Mortgage, and the remainder, if any, shall be applied to the principal balance of the Mortgage, then to the balance of the indebtedness proceeds shall be paid to Grantor.

TAX AND INSURANCE RESERVE

proceeds in such amount deemed sufficient to pay such taxes, insurance premiums, assessments and other charges, demand of Lender. All such payments shall be carried in an interest-free account with Lender, in lieu of establishing such reserve. Grantor shall have the right to draw upon the reserve (or other account) to secure the payment of estimated taxes, insurance premiums, assessments and other charges. Lender shall not be construed as requiring Lender to advance other monies or to incur any liability for anything it may do or omit to do with respect to the

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(Continued)**

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reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note 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 Note 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 Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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 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 Representations and Warranties. All representations, warranties, and agreements made by Grantor 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 shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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 be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application 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

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MORTGAGE (Continued)

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Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails 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 Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender'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 Lender from time to time.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

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of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, commencement of any proceeding against Grantor, or the assignment for the benefit of creditors, any type of creditor workout, or the filing under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure Proceedings. Commencement of foreclosure proceedings, whether by judicial proceeding, self-help governmental agency against Grantor's accounts, including there is a good faith dispute the creditor or forfeiture proceeding and deposits will amount determined by Lender.

Breach of Other Agreement. Grantor and Lender that is in any agreement concerning events affecting Guaranty or later.

Events Affecting Guaranty. Any of the preceding events occurs with respect to any guarantor, endorser, accommodation party, or accommodation party dies or becomes incompetent, or in the event of a death, Lender, at its option, may, but shall not be required to, permit the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If such a breach is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if the cure requires more than fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately after Lender sends written notice demanding cure of such failure; (a) the failure and thereafter continues and completes all reasonable and necessary steps sufficient to cure compliance as soon as reasonably practical.

Acceleration Indebtedness. Upon the occurrence of an Event of Default and at any time thereafter, Lender shall have the right at its option without notice to Grantor to declare the due and payable, including any prepayment penalty which Grantor would be required to pay, all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under this Mortgage.

Collect Rents. Lender shall collect the Rents, including Lender's costs, against the other user of the Property to payments of rent or use fees directly to Lender. If the Rents are collected by designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations of Grantor and to negotiate the same and collect the proceeds, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this Mortgage.

Death or Insolvency. The part of Grantor's property, commencement of any proceeding against Grantor, or the assignment for the benefit of creditors, any type of creditor workout, or the filing under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure Proceedings. Commencement of foreclosure proceedings, whether by judicial proceeding, self-help governmental agency against Grantor's accounts, including there is a good faith dispute the creditor or forfeiture proceeding and deposits will amount determined by Lender.

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Events Affecting Guaranty. Any of the preceding events occurs with respect to any guarantor, endorser, accommodation party, or accommodation party dies or becomes incompetent, or in the event of a death, Lender, at its option, may, but shall not be required to, permit the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Right to Cure. If such a breach is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if the cure requires more than fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately after Lender sends written notice demanding cure of such failure; (a) the failure and thereafter continues and completes all reasonable and necessary steps sufficient to cure compliance as soon as reasonably practical.

Acceleration Indebtedness. Upon the occurrence of an Event of Default and at any time thereafter, Lender shall have the right at its option without notice to Grantor to declare the due and payable, including any prepayment penalty which Grantor would be required to pay, all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under this Mortgage.

Collect Rents. Lender shall collect the Rents, including Lender's costs, against the other user of the Property to payments of rent or use fees directly to Lender. If the Rents are collected by designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations of Grantor and to negotiate the same and collect the proceeds, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this Mortgage.

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MORTGAGE (Continued)

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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, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee 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 apparent value of the Property exceeds the Indebtedness by a substantial amount. 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. 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 Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free 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 sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice 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 Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce 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 trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices

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... or other person or circumstance. If feasible, the offending provision shall be

... lender.

... such consent is required and in all cases such consent may be granted or
... consent by Lender in any instance shall not constitute continuing consent
... any future transactions. Whenever the consent of Lender is required under
... Lender and Grantor, shall constitute a waiver of any of Lender's rights or of
... on or any other provision of this Mortgage. No prior waiver by Lender, nor
... not prejudice or constitute a waiver of Lender's right otherwise to demand
... as a waiver of such right or any other right. A waiver by Lender of a
... and signed by Lender. No delay or omission on the part of Lender in
... shall not be deemed to have waived any rights under this Mortgage unless
... obligations of Grantor under this Mortgage shall be joint and several, and all
... each and every Grantor. This means that each Grantor signing below is
... his Mortgage.

... of Illinois.

... lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of

**... will be governed by, construed and enforced in accordance with federal
... of Illinois. This Mortgage has been accepted by Lender in the State of**

... provisions of this Mortgage.

... things in this Mortgage are for convenience purposes only and are not to be

... property less all cash expenditures made in connection with the operation of
... such form and detail as Lender shall require. "Net operating income" shall

... is used for purposes other than Grantor's residence, Grantor shall furnish to
... d statement of net operating income received from the Property during
... Grantor's previous fiscal year
... mean all cash receipts from
... the Property.

... charged or bound by the alte
... this Mortgage shall be effe
... and agreement of the partie
... together with any Related Documents, constitutes the entire understanding
... to the matters set forth in this Mortgage. No alteration or amendment to be
... unless given in writing and signed by the party or parties sought to be
... or amendment.

... the following miscellaneous provisions are a part of this Mortgage:

... sider.

... . In the event any additions or changes are made to the preprinted language
... to be binding upon the lender unless the lender initials said changes on the

... tial real estate as defined in the Illinois Mortgage and Foreclosure Act.

... mortgage and Foreclosure Act 735 ILCS 5/15-1601 & 735 ILCS 5/15-01602.
... foreclosure in Court, the Grantor(s) waives all rights of redemption and
... reinstatement. Nothing set forth herein requires a foreclosure in Court.

... is deemed to be notice given to all Grantors.

... otherwise provided or required by law, if there is more than one Grantor, any
... office purposes, Grantor agrees to keep Lender informed at all times of
... notice to the other parties, specifying that the purpose of the notice is to
... s Mortgage. Any party may change its address for notices under this
... in which has priority over this Mortgage shall be sent to Lender's address,
... of foreclosure from the holder of
... as shown near the beginning
... Mortgage by giving formal writt
... change the party's address. F
... Grantor's current address. Unle
... notice given by Lender to any Gr

... invalid, or unenforceable as

Severability. If a court of c
unenforceable as to any per
withheld in the sole discretion
to subsequent instances wh
this Mortgage, the granting c
any of Grantor's obligations
any course of dealing betwe
strict compliance with that p
provision of this Mortgage s
exercising any right shall of
such waiver is given in writ
No Waiver by Lender. Len

... responsible for all obligations
... references to Grantor shall
Joint and Several Liability

... the courts of COOK County,
Choice of Venue. If there i
... Illinois.

law and the laws of the S

Governing Law. This Mor
used to interpret or define th

Caption Headings. Captio
the Property.

... Grantor's previous fiscal yea
... Lender, upon request, a ce
Annual Reports. If the Proj

... charged or bound by the alte
... this Mortgage shall be effe
... and agreement of the partie
Amendments. This Mortg

MISCELLANEOUS PROVISION

... original documents retained by th
... of the loan documents, they she
CHANGES TO LOAN DOCUM

... This waiver does not apply to res
... reinstatement granted by the Illin
... However, in the event there is
WAIVER OF REDEMPTION AP

... notice given by Lender to any Gr
... Grantor's current address. Unle
... change the party's address. F
... Mortgage by giving formal writt
... as shown near the beginning
... of foreclosure from the holder of

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(Continued)**

Loan No: 10

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considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage 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.

Successors and Assigns. Subject to any 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.

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

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Firas Kaplani and Liana Kaplani and includes all co-signers and co-makers signing the Note.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, 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, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Firas Kaplani and Liana Kaplani.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste

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Environmental Laws. The term "Hazardous Substances" also includes petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, fixtures, and other construction on the Real Property, facilities, additions, replacements and other construction on the Real Property, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidation of, or advanced by the Lender to discharge Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Section 2.01.

Lender. The word "Lender" means PARKWAY BANK & TRUST CO., its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated July 8, 2005, in the original principal amount of \$225,000.00 from Grantor, together with all renewals of, modifications of, extensions of, refinancings of, consolidation of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.750%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$1,568.74 each and one irregular last payment estimated at \$206,270.86 on August 8, 2005, and all subsequent payments are due on the same day of the month as the final payment will be due on July 8, 2010, and will be for all principal and all accrued interest not yet paid.

Personal Property. The word "Personal Property" means 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 additions, parts, and replacements of, and all substitutions for, any of such property; and the proceeds (including without limitation all insurance proceeds and refunds of premiums) from the sale or other disposition of the Real Property.

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

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The word "Related Documents" mean all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, 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.

as defined by or listed under without limitation, petroleum mobile homes affixed on the Real Property.

The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidation of, or advanced by the Lender to discharge Grantor's obligations under this Mortgage.

The word "Lender" means PARKWAY BANK & TRUST CO., its successors and assigns.

The word "Mortgage" means this Mortgage between Grantor and Lender.

The word "Note" means the promissory note dated July 8, 2005, in the original principal amount of \$225,000.00 from Grantor, together with all renewals of, modifications of, extensions of, refinancings of, consolidation of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.750%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$1,568.74 each and one irregular last payment estimated at \$206,270.86 on August 8, 2005, and all subsequent payments are due on the same day of the month as the final payment will be due on July 8, 2010, and will be for all principal and all accrued interest not yet paid.

The word "Personal Property" means 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 additions, parts, and replacements of, and all substitutions for, any of such property; and the proceeds (including without limitation all insurance proceeds and refunds of premiums) from the sale or other disposition of the Real Property.

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

The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

The word "Related Documents" mean all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, existing, executed in connection with the Indebtedness.

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

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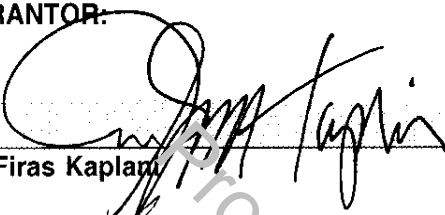
MORTGAGE (Continued)

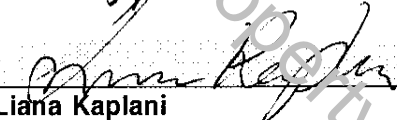
Loan No: 10

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
Firas Kaplani


X 
Liana Kaplani

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Firas Kaplani and Liana Kaplani**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8 day of July, 2005

By  Residing at _____

Notary Public in and for the State of IL

My commission expires _____

