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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1117946023 Fee: \$62.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/28/2011 10:34 AM Pg: 1 of 13

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 10-21-219-061-0000

**Address:**

Street: 5139 Wright Terrace

Street line 2:

City: Skokie

State: IL

ZIP Code: 60077

Lender: North Shore Community Bank & Trust

Borrower: Nordin, Larry H.

Loan / Mortgage Amount: \$20,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 3C581227-B0FA-45B1-825B-DA5056A3F70D

Execution date: 01/27/2011

**FIDELITY NATIONAL TITLE** 555010724

**FIDELITY NATIONAL TITLE** 555010724

13

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**RECORDATION REQUESTED BY:**  
**NORTH SHORE COMMUNITY**  
**BANK & TRUST COMPANY**  
 7800 Lincoln Avenue  
 Skokie, IL 60077

**WHEN RECORDED MAIL TO:**  
**NORTH SHORE COMMUNITY**  
**BANK & TRUST COMPANY**  
 7800 Lincoln Avenue  
 Skokie, IL 60077

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**FOR RECORDER'S USE ONLY**

**This Mortgage prepared by:**  
**NORTH SHORE COMMUNITY BANK & TRUST**  
 7800 Lincoln Avenue  
 Skokie, IL 60077

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**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 \$20,000.00.

**THIS MORTGAGE** dated January 27, 2011, is made and executed between Larry H. Nordin married to Katherine J. Nordin, whose address is 5139 Wright Terrace, Skokie, IL 60077 (referred to below as "Grantor") and NORTH SHORE COMMUNITY BANK & TRUST COMPANY, whose address is 7800 Lincoln Avenue, Skokie, IL 60077 (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 13 (EXCEPT THE EAST 5 FEET THEREOF) AND THE EAST 15 FEET OF LOT 14 IN BLOCK 3 IN A. A. LEWIS DEMPSTER TERMINAL SQUARE 2ND ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 5139 Wright Terrace, Skokie, IL 60077. The Real Property tax identification number is 10-21-219-061-0000.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the Indebtedness including, without limitation, 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 twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement

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

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, Property.

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

the Property shall be governed by the following provisions:

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of

under this Mortgage.

**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

**ON THE FOLLOWING TERMS:**

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

Commercial Code security interest in the Personal Property and Rents.

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 from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other limitation that the total outstanding balance owing at any one time, not including finance charges on such and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the

**UNOFFICIAL COPY****MORTGAGE****(Continued)**

Loan No: 6390003684-1

Page 4

**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 will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

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

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

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests,

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paragraph.

**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

Mortgage:

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

exercised by Lender if such exercise is prohibited by federal law or by Illinois law. any other method of conveyance of an interest in the Real Property. However, this option shall not be assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, or Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; 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, at Lender's option, declare immediately due and payable

Property are reasonably necessary to protect and preserve the Property.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the

reasonably satisfactory to Lender, to protect Lender's interest.

Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the without compliance during any proceeding, including appropriate appeals, so long as Grantor has notified occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and and regulations, now or hereafter in effect of all governmental authorities applicable to the use or **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances,

Grantor's compliance with the terms and conditions of this Mortgage.

at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of **Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property

improvements of at least equal value.

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

prior written consent.

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

otherwise.

and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall ownership or interest in the Property, whether or not the same was or should have been known to Grantor, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly



**UNOFFICIAL COPY****MORTGAGE****(Continued)**

Loan No: 6390003684-1

Page 5

encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The 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 any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

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

**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 that all 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 condemnation.

**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

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**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may paragraph.

reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary of trust, security deeds, security agreements, financing statements, continuation statements, instruments times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds when requested by Lender, cause to be filed, recorded, refilled, or re-recorded, as the case may be, at such execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and **Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, attorney-in-fact are a part of this Mortgage:

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and Uniform Commercial Code) are as stated on the first page of this Mortgage:

concerning the security interest granted by this Mortgage may be obtained (each as required by the **Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information receipt of written demand from Lender to the extent permitted by applicable law.

reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Mortgage in the real property records, Lender may, at any time and without further authorization from perfect and continue Lender's security interest in the Personal Property. In addition to recording this **Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to Commercial Code as amended from time to time.

Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform **Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the security agreement are a part of this mortgage:

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a Lender:

and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all **Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this principal and interest made by Grantor.

the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on **Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage. Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue

**UNOFFICIAL COPY****MORTGAGE****(Continued)**

Loan No: 6390003684-1

Page 7

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, terminates the credit line account, 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.** Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. 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 Agreement. (C) Grantor's action or inaction adversely affects the collateral 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 senior 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 an Event of Default and at any time thereafter, Lender, at Lender's 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 that 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.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor 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 obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a



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**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 of foreclosure 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 Mortgage. Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons,

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

after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, together. An election by Lender to choose any one remedy will not bar Lender from using any other **Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or Real Property.

the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of Personal Property or of the time after which any private sale or other intended disposition of the Personal **Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the at any public sale on all or any portion of the Property.

part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid **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 Agreement or available at law or in equity.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Credit the rights provided in this section.

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

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

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

**UNOFFICIAL COPY****MORTGAGE****(Continued)**

Loan No: 6390003684-1

Page 9

specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

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

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Heading.** 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.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

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

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

**Borrower.** The word "Borrower" means Larry H. Nordin and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated January 27, 2011, with credit limit of \$20,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index

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**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.

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

**Lender.** The word "Lender" means NORTH SHORE COMMUNITY BANK & TRUST COMPANY, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Indebtedness.** The word "indebtedness" means the word indebtedness is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them and any present or future judgments against Borrower, or any of them; and whether any such indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as a guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

**Improvements.** The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**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 as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Grantor.** The word "Grantor" means Larry H. Nordin.

**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.

**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.

**AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**  
 maturity date of the Credit Agreement is January 27, 2021. NOTICE TO GRANTOR: THE CREDIT or more than the lesser of 20.000% per annum or the maximum rate allowed by applicable law. The total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Under no circumstances shall the interest rate on this Mortgage be less than 4.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 4.500% per annum.

**UNOFFICIAL COPY****MORTGAGE****(Continued)**

Loan No: 6390003684-1

Page 11

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

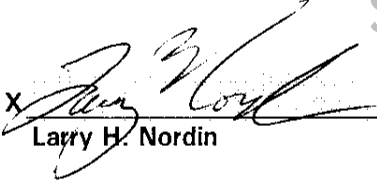
**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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

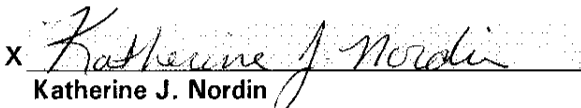
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

X   
Larry H. Nordin

**WAIVER OF HOMESTEAD EXEMPTION**

I am signing this Waiver of Homestead Exemption for the purpose of expressly releasing and waiving all rights and benefits of the homestead exemption laws of the State of Illinois as to all debts secured by this Mortgage. I understand that I have no liability for any of the affirmative covenants in this Mortgage.

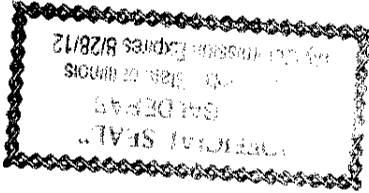
X   
Katherine J. Nordin



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## INDIVIDUAL ACKNOWLEDGMENT



STATE OF ILLINOIS  
COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **Katherine J. Nordin**, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

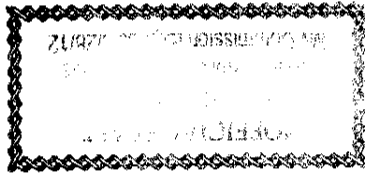
Given under my hand and official seal this 27th day of January, 2011.

Residing at 7800 KILGORN AVE  
SKOKIE IL 60077

By [Signature]  
Notary Public in and for the State of ILLINOIS

My commission expires 8/28/2012

## INDIVIDUAL ACKNOWLEDGMENT



STATE OF ILLINOIS  
COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared **Larry H. Nordin**, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of January, 2011.

Residing at 7800 KILGORN AVE  
SKOKIE IL 60077

By [Signature]  
Notary Public in and for the State of ILLINOIS

My commission expires 8/28/2012