

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Real Property and the Personal Property.

Related Documents. The words "Related Documents" mean and include any promissory notes, loan agreements, security agreements, and all other documents executed in connection with this Mortgage or the indebtedness, whether now or hereafter existing.

Real Property. The words "Real Property" mean the real property described above in the "Grant of Mortgage" section.

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

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

Note. The word "Note" means that certain note or credit agreement dated 10-11-1988 in the original principal amount of \$450,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, and substitutions for the note or agreement. The interest rate on the Note is 1.000 points over the index which is Heritage Olympia Bank Base Rate making an initial rate of 11.000%. The currently scheduled final payment of principal and interest on the Note will be due on or before 10-15-1992. NOTICE TO BORROWER: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

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

Lender. The word "Lender" means Heritage Olympia Bank. The Lender is the mortgagee under this Mortgage.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Improvements. The word "Improvements" means without limitation all existing and future buildings, structures, facilities, additions and similar construction on the Real Property.

Grantor. The word "Grantor" means HERITAGE PULLMAN BANK TRUST NUMBER 71-8155. The word "Grantor" and "Borrower" are used interchangeably in this Mortgage. The Grantor is the mortgagor under this Mortgage.

Borrower. The word "Borrower" means HERITAGE PULLMAN BANK TRUST NUMBER 71-8155. The words "Borrower" and "Grantor" are used interchangeably in this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in the Mortgage: Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to the Rents from the Real Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property described below.

The Real Property or its address is commonly known as 14109 CICELO, CRESTWOOD, IL. The property tax identification number for the Real Property is 28-03-303-001002; 28-03-303-030; 28-03-303-028-0000.

LOT 13 IN BLOCK 3 IN MATTHEW T. MCINTOSH AND COMPANY'S BERMAN FARMS BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 03, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1924 AS DOCUMENT NO. 885046 AND LOTS 14 AND 15 (EXCEPT THE SOUTH 75 FEET OF LOT 15) IN BLOCK 3, IN A.T. MCINTOSH AND COMPANY'S BERMAN FARMS BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 03, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1924 AS DOCUMENT NO. 885046

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GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages 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, royalties, appurtenant rights, and all rights relating to the real property (including minerals, oil, gas, water, and the like), and all ditch rights (including stock in ditches with ditch or irrigation rights) located in Cook County, State of Illinois (the "Real Property"), and legally described as:

THIS MORTGAGE IS DATED 10-11-1988, BETWEEN HERITAGE PULLMAN BANK TRUST NUMBER 71-8155, ("GRANTOR"), whose address is 195 SOUTH HAWKIN RD, GLENWOOD, Illinois 60425; and Heritage Olympia Bank ("LENDER"), whose address is 195 Olympia Plaza, Chicago Heights, Illinois 60411.

MORTGAGE

\$17.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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AM 11:08

1988 OCT 14

SEND TAX NOTICES TO:

Chicago Heights, Illinois 60411
195 Olympia Plaza
Heritage Olympia Bank

88473325

BOX 333 - CC

WHEN RECORDED MAIL TO:

UNOFFICIAL COPY

25033352

Property of Cook County Clerk's Office

INVOICE

\$17.00

COOK COUNTY CLERK'S OFFICE

SEND TAX NOTICES TO:

Chicago Office Illinois State
Revenue Department
100 North Dearborn Street
Chicago, Illinois 60610

WHEN RECORDED RETURN TO:

25033352

MORTGAGE

(Continued)

GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF GRANTOR UNDER THE NOTE AND THIS MORTGAGE AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as the Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), applicable state laws, or regulations adopted pursuant to either of the foregoing. Grantor agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of the Mortgage. This obligation to indemnify shall survive the payment of the indebtedness and satisfaction of this Mortgage.

Nuisance, Waste. Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof, including without limitation, removal, or alienation by Grantor of the right to remove, any timber, mineral (including oil and gas), or soil, or gravel or rock products.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. Lender shall consent if Grantor makes arrangements satisfactory to Lender to replace any improvements which Grantor proposes to remove with improvements of at least equal value.

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

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

Duty to Protect. Grantor shall do all other acts, in addition to those set forth above in this section, that from the character and use of the Property are reasonably necessary to protect and preserve the Property.

CONSTRUCTION LOAN. This Mortgage constitutes a "construction mortgage" within the meaning of section 8-313 (1)(c) of the Illinois Uniform Commercial Code. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender, at its option, may disburse loan proceeds under such terms and conditions as Lender may deem necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipts, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer of all or any part of the Real Property, or any interest therein, without the Lender's prior written consent. A "sale or transfer" means the conveyance of real property or any right, title or interest therein, whether legal or equitable; whether voluntary or involuntary; by outright sale; deed; installment sale contract; land contract for deed; leasehold interest with a term greater than three years; lease-option contract; sale, assignment or transfer of any beneficial interest in or to any land trust holding title to the Real Property; or any other method of conveyance of real property interest. If any Grantor is a corporation, transfer also includes any change in ownership of more than 25% of the voting stock of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS.

Payment. Grantor shall pay when due before they become delinquent all 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 all liens having priority over or equal to the interest of Lender, under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following 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 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or 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, 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 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 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanics, materialmen, or other construction lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will on request advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE.

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UNOFFICIAL COPY

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

SECRET

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(CONTINUED)

NOTICE

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real Property. Grantor hereby appoints Lender as Grantor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted in the Real Property.

State Taxes Covered. The following shall constitute state taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on any Grantor which the tax collector is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by any Grantor.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness. The net proceeds of the award shall be applied to the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, or Lender in connection with the condemnation.

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 its expense. Grantor may, at its option, defend the action at its expense.

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

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 co-insurance clause, and with a standard mortgage clause in favor of Lender. In no event shall the insurance be in an amount less than \$450,000.00. 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 10 days prior written notice to Lender.

SECRETARY

Property of Cook County Clerk's Office

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FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under the Mortgage and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of the Mortgage and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. The following shall constitute events of default:

Default on indebtedness. Borrower fails to make any payment when due on the indebtedness.

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

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in the Mortgage, the Note or in any of the Related Documents. If such a failure has not been given a notice of a breach of the same provision of the Mortgage within the preceding 12 months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding the cure of such failure: (a) cures the failure within 15 days; or (b) if the cure requires more than 15 days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under the Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Involuntary. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an event of default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property, however the subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Leasehold Default. If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantors. Any of the preceding events occur with respect to any guarantor of any of the indebtedness or such guarantor dies or becomes incompetent, unless the obligations arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Lender.

Insolvency. If Lender reasonably deems itself insecure.

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

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

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

Mortgage 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 pending 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 constitute 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.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or any part of the Personal Property or the Real Property by nonjudicial sale.

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 the Mortgage or the Note or by law.

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 10 days before the time of the sale or disposition.

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Property of Cook County Clerk's Office

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VICE PRESIDENT

HERITAGE PULLMAN BANK
TRUST NUMBER 71-8185

EACH GRANITOR ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND EACH GRANITOR AGREES TO ITS TERMS.

Multiple Parties; Corporate Authority. If Granitor (including any and all Borrowers executing this Mortgage) consists of more than one person or entity, all obligations of Granitor under this Mortgage shall be joint and several, and all references to Granitor shall mean each and every Granitor, partners, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the proffered exercise of such powers shall be guaranteed under this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under any Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice to the party's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Severability. The unenforceability or invalidity of any provision of this Mortgage as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions of this Mortgage, in all other respects, shall remain valid and enforceable.

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

Amendment. No alteration or amendment of this Mortgage or the Note shall be effective unless in writing and signed by the parties sought to be charged or bound by the alteration or amendment.

Merge. 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.

Waiver of Homestead Exemption. Granitor 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.

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

Applicable Law. This Mortgage has been delivered to Lender in the State of Illinois. Except as set forth hereinafter, this Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, which matters shall be governed by the laws of the State of Illinois. However, in the event that the enforceability or validity of any provision of this Mortgage is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage (which secures the Note) has been applied for, considered, approved and made in the State of Illinois.

Annual Reports. If the Property is used for purpose other than Granitor's residence, Granitor shall furnish to Lender, upon request, a statement of net cash profit received from the Property during Granitor's previous fiscal year in such detail as Lender may require. "Net cash profit" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Granitor's interest, this Mortgage shall be binding upon Lender, without notice to Granitor, may deal with Granitor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Granitor from the obligations of this Mortgage or liability under the indebtedness.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANITOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANITOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PREMISES.

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

NOTICES TO GRANITOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any Notice of Default and any Notice of Sale to Granitor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the third day after being deposited as either first class mail, registered or certified mail, postage prepaid, directed to the addressee shown at the top of page 1. Any party may change its address for notices by written notice to the other parties. 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 top of the first page of this Mortgage. For notice purposes, Granitor agrees to keep Lender informed at all times of Granitor's current address.

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 on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender 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 from the date of expenditure until repaid at the Note rate. Expenses covered by the paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney fees and legal expenses whether or not there is a lawsuit, including attorneys' fees 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 the reports (including foreclosure reports), surveyors' reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice to the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Granitor under this Mortgage after failure of Granitor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

2025-11-03

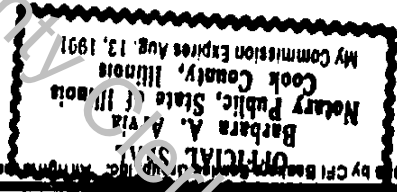
Property of Cook County Clerk's Office

DEPARTMENT OF REVENUE

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Property of Cook County



LABER PNC (1m) Ver 2.17 (c) 1988 by CFI Bank Corp. All rights reserved.

Notary Public in and for the State of Illinois My commission expires August 13, 1991

By Robert J. Ferraro Vice President of HERITAGE PULLMAN BANK, TRUST NUMBER 71-8166, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of that he or she is authorized to execute and in fact executed the Mortgage on behalf of the corporation.

Employed at 1000 E. 111th Street, Chicago, Illinois

On the 11th day of October, 1988, before me, the undersigned Notary Public, personally appeared Robert J. Ferraro, Vice President of HERITAGE PULLMAN BANK, TRUST NUMBER 71-8166, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of that he or she is authorized to execute and in fact executed the Mortgage on behalf of the corporation.

COUNTY OF Cook STATE OF Illinois

CORPORATE ACKNOWLEDGMENT

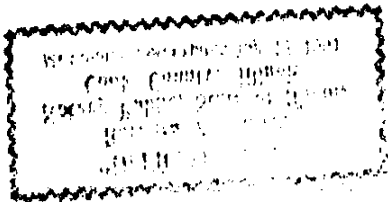
This Mortgage prepared by: S. Bollendorf; Heritage Olympia Bank; 195 Olympia Plaza; Chicago Heights, IL 60411

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Property of Cook County Clerk's Office



COOK COUNTY CLERK'S OFFICE

10-11-1988

(continued)
MORTGAGE

Page 8

This mortgage is executed by HERITAGE/PULLMAN BANK AND TRUST COMPANY, not individually, but as Trustee under its Trust No. 71-81655, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HERITAGE/PULLMAN BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on HERITAGE/PULLMAN BANK AND TRUST COMPANY individually, to pay the said principal note or any indebtedness accruing hereunder, or to perform any covenants, either express or implied, herein contained, all such liability, if any, being expressly waived by the Mortgagees, its successors and assigns, and by every person now or hereafter claiming any right or security hereunder, and that so far as HERITAGE/PULLMAN BANK AND TRUST COMPANY individually, its successors and assigns are concerned, the legal holder or holders of said principal note and any persons to whom any indebtedness may be due hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided; provided, however, this waiver shall in no way effect the personal liability of any co-makers, co-signers or endorsers.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President and attested by its Assistant Secretary this 11th day of October A. D. 19 88.

HERITAGE/PULLMAN BANK AND TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated 5/16/79 and known as Trust No. 71-81655

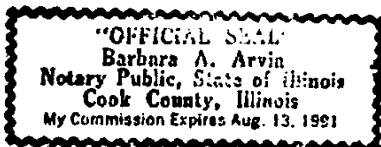
BY: Robert J. Ferrari Vice President

ATTEST: Mary L. Gerner Ass't. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert J. Ferrari Vice President, and Mary L. Gerner Assistant Secretary, of the HERITAGE/PULLMAN BANK AND TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said HERITAGE/PULLMAN BANK AND TRUST COMPANY for the uses and purposes therein set forth, and caused its corporate seal of said bank to be thereto attached.

GIVEN under my hand and notarial seal, this 11th day of October A. D. 19 88.



Barbara A. Arvin
Notary Public

88473325

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Fourth block of faint, illegible text in the lower middle section.

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