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88-591856

SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 1, 1988. The Mortgagor is James Eme a/k/a James L. Eme and Diane Eme a/k/a Diane L. Eme who reside at 714 70th Street, Darien, Illinois 60559 (collectively referred to as "Mortgagor"). This Security Instrument is given to The Central Trust Company, N.A., as Trustee ("Lender"), a national banking association, whose address is 201 East 5th Street, Cincinnati, Ohio 45202.

WITNESSETH:

WHEREAS, American National Bank and Trust Company of Chicago, not individually, but as Trustee under a Trust Agreement, dated November 15, 1988 and known as Trust No. 106927-05 and ICC Partnership (collectively referred to as "Borrower") executed a note to the Village of Romeoville, Illinois, a municipality duly organized and existing under the laws of the State of Illinois, bearing even date herewith, in the original principal amount of \$1,300,000.00 ("Note").

WHEREAS, the Note was assigned by the Village of Romeoville, Illinois to Lender.

WHEREAS, Mortgagor has a financial interest in the Borrower.

WHEREAS, Mortgagor has executed and delivered a personal guaranty to Lender, bearing even date herewith, guaranteeing the prompt payment and performance in full of all of the Borrower's liabilities, obligations, covenants and agreements to Lender under the Note ("Guaranty").

WHEREAS, the debt secured by this Security Instrument and the Guaranty shall not exceed One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00).

WHEREAS, Mortgagor desires to grant a mortgage to Lender to secure the liabilities, obligations, covenants and agreements under the Guaranty, and Lender is agreeable to same.

WHEREAS, this Security Instrument secures to Lender:

- the repayment of the debts evidenced by the Note and Guaranty with interest, and all renewals, extensions and modifications;
- the payment of all other sums, with interest, advanced under paragraph 9 to protect the security of this Security Instrument;
- the performance of Mortgagor's covenants and agreements under this Security Instrument; and
- the performance of Mortgagor's covenants and agreements under the Guaranty.

NOW, THEREFORE, incorporating by reference the intent of the parties as hereinbefore provided, and in consideration of the debt secured by the Guaranty, Mortgagor and Lender covenant and agree as follows:

1. **GRANT OF MORTGAGE.** Mortgagor does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 12 AND THE WEST 5 FEET OF LOT 13 IN BLOCK 19 IN NORWOOD PARK IN SECTIONS 6 AND 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PIN: 13-06-320-011

which has the address of 6843 West Hobart Avenue, Chicago, Illinois 60631 ("Property Address"); together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

2. TITLE. Mortgagor covenants that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for the permitted encumbrances reflected in Exhibit A attached hereto and incorporated herein by reference. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any permitted encumbrances reflected in Exhibit A.

3. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Guarantor shall promptly pay when due under the Guaranty, the principal of and interest on the debt evidenced by the Note and any prepayment and late charges under the Note.

4. INTENTIONALLY DELETED

5. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraph 3 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

6. CHARGES; LIENS. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations and shall, at Lender's request, promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument other than a permitted encumbrance as described in paragraph 2 hereof, unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

7. HAZARD INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals, unless in the possession of a senior mortgage holder. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, or unless otherwise required by a senior mortgage holder, insurance proceeds shall be applied to restoration or repair of the Property damaged, if Lender is reasonably assured that funds sufficient to pay for the costs of such restoration or repair are available and Lender's security is not lessened. If Lender is not reasonably assured that funds sufficient to pay for the costs of such restoration or repair are available or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may settle the claim and collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 3 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Lender's rights under this paragraph 7 shall be subject to the rights of the holder of any senior mortgage.

8. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Mortgagor shall comply with the provisions of the lease, and if Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

9. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY MORTGAGE INSURANCE. If Mortgagor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument other than a permitted encumbrance as described in paragraph 2 hereof, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 9, Lender does not have to do so.

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Any amounts disbursed by Lender under this paragraph 9 shall become additional debt of Mortgagor secured by this Security Instrument. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the interest rate stated in the Notes and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

If Lender required mortgage insurance as a condition of making the loans secured by this Security Instrument, Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

10. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. CONDEMNATION. Subject to the rights of a senior mortgage holder, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Lender to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Lender within 10 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal of the Note shall not change or modify the terms of the Note or the Guaranty nor postpone the due date or amount of the payments referred to in paragraph 3.

12. MORTGAGOR NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Mortgagor or any successor in interest of Borrower shall not operate to release the liability of the original Mortgagor, the original Borrower, Mortgagor's successors in interest or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Mortgagor, the original Borrower, Mortgagor's

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successors in interest or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Mortgagor, subject to the provisions of paragraph 19. Mortgagor's covenants and agreements shall be joint and several.

14. **LOAN CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Mortgagor or Borrower which exceeded permitted limits will be refunded to Mortgagor or Borrower, respectively. Lender may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Mortgagor or Borrower, respectively. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. **LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of this Security Instrument, the Guaranty or the Note unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and the Guaranty and may invoke any remedies permitted by paragraph 21. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 19.

16. **NOTICES.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it in person or by sending it by United States registered or certified mail, return receipt requested, postage prepaid. The notice shall be directed to the Mortgagor, c/o Illinois Computer Cable, Inc., 5207 Walnut Avenue, Downers Grove, Illinois 60515 or any other address Mortgagor designates by notice to Lender with a copy to Fagel, Haber & Maragos, 140 South Dearborn Street, Suite 1400, Chicago, Illinois 60603, Attention: Joel A. Haber. Any notice to Lender shall be given by sending it by United States registered or certified mail, return receipt requested, postage prepaid, to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in this Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

17. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument, the Guaranty or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument, the Guaranty or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument, the Guaranty and the Note are declared to be severable.

18. **MORTGAGOR'S COPY.** Mortgagor shall be given one conformed copy of this Security Instrument.

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19. TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument and the Guaranty. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor or Borrower must pay all sums secured by this Security Instrument and the Guaranty. If Mortgagor or Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

20. ACCELERATION; REMEDIES. LENDER SHALL GIVE NOTICE TO MORTGAGOR PRIOR TO ACCELERATION FOLLOWING MORTGAGOR'S BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT OR GUARANTOR'S BREACH OF ANY COVENANT OR AGREEMENT IN THE GUARANTY (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPHS 15 AND 19 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (a) THE DEFAULT; (b) THE ACTION REQUIRED TO CURE THE DEFAULT; (c) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS GIVEN TO MORTGAGOR, BY WHICH THE DEFAULT MUST BE CURED; AND (d) THAT FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY, SUBJECT TO THE RIGHTS OF ANY SENIOR MORTGAGE HOLDER. THE NOTICE SHALL FURTHER INFORM MORTGAGOR OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF MORTGAGOR TO ACCELERATION AND FORECLOSURE. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 20, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

21. LENDER IN POSSESSION. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver), subject to the rights of any senior mortgage holder, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

22. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs.

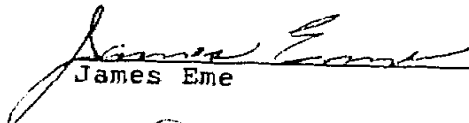
23. WAIVER OF HOMESTEAD. Mortgagor waives all right of homestead exemption in the Property.

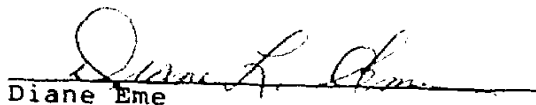
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

MORTGAGOR:


James Eme


Diane Eme

Property of Cook County Clerk's Office

88-501556

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Jennifer Miller, a Notary Public in and for said county and state, do hereby certify that James Eme and Diane Eme, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of December, 1988. My Commission expires: 6/28/89

Jennifer Miller
Notary Public

THIS INSTRUMENT PREPARED BY:
Lynn S. Davidson, Esq.
FAGEL, HABER & MARAGOS
140 South Dearborn Street
Suite 1400
Chicago, Illinois 60015

_____(Space Below This Line Reserved for Lender and Recorder)____

PROPERTY OF COOK COUNTY CLERK'S OFFICE 312-591656

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EXHIBIT A

The permitted encumbrances are the following items reflected in Schedule B of Chicago Title Insurance Title Commitment No. 71-91-833:

3, 8 and 9
Jagel, Helen, Manager
1405 Dearborn St, Suite 1406
Chicago Ill, 60603



Property of Cook County Clerk's Office

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