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WHEN RECORDED MAIL TO:

HERITAGE BANK CRESTWOOD  
13500 S. CICERO AVENUE  
CRESTWOOD, Illinois 60445

SEND TAX NOTICES TO:

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88148915

DEPT-01

\$16.00

TR4444 TRAM 1693 04/11/88 09:53:00  
#1954 HD #--88-148915  
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED 04-05-1988, BETWEEN HENRY G. KOCH and IRENE H. KOCH, HUSBAND AND WIFE, ("GRANTOR"), whose address is 86 WINDMILL ROAD, ORLAND PARK, Illinois 60462; and HERITAGE BANK CRESTWOOD ("LENDER"), whose address is 13500 S. CICERO AVENUE, CRESTWOOD, Illinois 60445.

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

THAT PART OF LOTS 53 AND 52 IN SILO RIDGE ESTATES UNIT NO. 1, BEING A PLANNED UNIT DEVELOPMENT OF THE WEST 1/2 OF THE SOUTH EAST 1/4 (EXCEPT THE SOUTH 50 FEET THEREOF) AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 53, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 53 82.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 235.85 FEET; THENCE SOUTH 65 DEGREES, 46 MINUTES, 20 SECONDS EAST 108.76 FEET; THENCE NORTH 19 DEGREES, 03 MINUTES, 05 SECONDS EAST 278.43 FEET TO THE NORTHERLY LINE OF SAID LOT 52; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 52 BEING A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 213.78 FEET AND A CHORD THAT BEARS NORTH 80 DEGREES, 28 MINUTES, 20 SECONDS WEST AND ARC DISTANCE OF 105.00 FEET TO THE NORTH EAST CORNER OF SAID LOT 53; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 53 87.00 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS. SILO RIDGE ESTATES UNIT 1 AFORESAID AND 30 FEET WEST OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 IN SILO RIDGE ESTATES UNIT 1 AFORESAID; THENCE SOUTH 8 FEET TO THE POINT OF BEGINNING. ALSO: BEGINNING AT A POINT 30 FEET EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 51 IN SILO RIDGE ESTATES UNIT 1 AFORESAID, SAID POINT ALSO BEING 30 FEET NORTH OF THE NORTH LINE OF SAID LOT 51 AFORESAID; THENCE EAST 199.06; THENCE NORTH 20 FEET; THENCE WEST 30 FEET TO A POINT; THENCE SOUTHWESTERLY 199.12 FEET TO A POINT WHICH IS 42 FEET SOUTH OF THE SOUTH LINE OF LOT 64 IN SILO RIDGE ESTATES UNIT 1 AFORESAID AND 30 FEET EAST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 51 IN SILO RIDGE ESTATES UNIT 1 AFORESAID; THENCE SOUTH 8 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 86 WINDMILL ROAD, ORLAND PARK, Illinois 60462. The property identification number for the Real Property is 27-07-305-002, 27-07-305-003. 2053 TP FAO

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.

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

**Borrower.** The word "Borrower" means HENRY G. KOCH and IRENE H. KOCH. The words "Borrower" and "Grantor" are used interchangeably in this Mortgage.

**Grantor.** The word "Grantor" means HENRY G. KOCH and IRENE H. KOCH. The words "Grantor" and "Borrower" are used interchangeably in this Mortgage. The Grantor is the mortgagor under this Mortgage.

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

**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. The lien of this Mortgage shall not exceed at any one time \$100,000.00.

**Lender.** The word "Lender" means HERITAGE BANK CRESTWOOD. The Lender is the mortgagee under this Mortgage.

**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.

**Note.** The word "Note" means that certain note or credit agreement dated 04-05-1988 in the original principal amount of \$100,000.00 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 10.000%. The currently scheduled final payment of principal and interest on the Note will be due on or before 10-15-1988.

**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.

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NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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Property. The word "Property" means collectively the Real Property and the Personal Property. The words "Real Property" mean the real property described above in the "Grant of Mortgage" section, and all other documents executed in connection with this Mortgage or the Indebtedness, whether now or hereafter existing. The word "Rents" means all rents, revenues, income, issues, and profits from the Real Property and the Personal Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF ALL OBLIGATIONS OF GRANTEE 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, Grantee shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantee's obligations.

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

**Possession and Use.** Until in default, Grantee may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** Grantee represents and warrants that the Property never has been, and never will be so long as this 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. Grantee agrees to indemnify and hold Lender harmless 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.** Grantee 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 excavation by Grantee or Lender of the right to remove, any timber, minerals (including oil and gas), or gravel or rock products.

**Removal of Improvements.** Grantee shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. Lender shall consent if Grantee makes arrangements satisfactory to Lender to replace any improvements which Grantee 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.** Grantee shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantee may contact in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantee has notified Lender in writing prior to doing so and Lender's interests in the Property are not jeopardized. Lender may require Grantee to post adequate security or surety bond (reasonably satisfactory to Lender) to protect Lender's interests.

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

**Due on Sale - Consent by Lender.** Lender may at 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 voluntarily or involuntarily; by outright sale; deed; installment sale contract; and contract for deed; assigned 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 Grantee is a corporation, transfer also includes any change in ownership in excess of 25% of the voting stock of Grantee. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

**TAXES AND LIENS.** Grantee 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. Grantee shall maintain the Property free of all liens having priority over or equal to the interest of Lender in this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right to Contest.** Grantee 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, Grantee shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantee 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, Grantee shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantee shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantee 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 Contest.** Grantee 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 \$1,000.00, Grantee will on request furnish to Lender advance assurances satisfactory to Lender that Grantee can and will pay the cost of such improvements.

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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 this Mortgage and the Note, 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 Premises and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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 (such as required by the Illinois Uniform Commercial Code) are as stated on the first page of this Mortgage. Lender. Upon default, Grantor shall assemble the Personal Property and make it available to Lender within three days after receipt of written demand from Lender. 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 and Personal 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 Premises and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, the copies of reproductions of this Mortgage as a financing statement. Grantor will reimburse Lender for all expenses incurred in perfecting or continuing the security interest. Upon default, Grantor shall assemble the Personal Property and make it available to Lender within three days after receipt of written demand from Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. 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. Remedies. If any state tax to which this section applies is enacted subsequent to the date of this Mortgage, the event shall have the same effect as a default, and Lender may exercise any or all of the remedies available to it in the event of a default under the following conditions and not: (a) Grantor may lawfully pay the tax or charge imposed by the state tax; and (b) Grantor pays or offers to pay the tax or charge within 30 days after notice from Lender that the tax law has been enacted.

SECURITY AGREEMENT; FINANCING STATEMENTS. 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 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; and (d) a specific tax on all or any portion of the indebtedness of or payments of principal and interest made by any Grantor. Proceedings. If any proceedings in condemnation are 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 a party in such proceedings 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 as may be requested by it from time to time to permit such participation.

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 mean 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. Proceedings. If any proceedings in condemnation are 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 a party in such proceedings 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 as may be requested by it from time to time to permit such participation.

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 be the nominal party in such proceedings 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 as may be requested by it from time to time to permit such participation.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage or if any action or proceeding is commenced that would affect Lender's interests in the Property, Lender may, at its option, on Grantor's behalf take the required action and any amount that it expends in so doing shall be added to the indebtedness. Amounts so added shall be payable on demand and with interest from the date of expenditure until paid at the Note rate. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. By failing to provide for in this section, Lender shall not cure the default so as to bar it from any remedy that it otherwise would have had.

PROPERTY DAMAGE INSURANCE. Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on an 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 \$100,000.00. 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.

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**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 this 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 this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this 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 this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

**Insolvency.** 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 this 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.

**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 Grantor irrevocably designate 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. Payment by tenant or other user of the Property 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 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 (including foreclosure or sale), and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

**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 this 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 marketed. 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.

**Waiver; Election of Remedies.** A waiver by any party of a branch of a provision of this Mortgage shall not constitute a waiver of or prejudice 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 Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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HERITAGE BANK CRESTWOOD  
13500 SOUTH CIERO AVENUE  
CRESTWOOD, ILLINOIS 60445  
ATTN: Danielle Walters

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IRENE H. KOCH  
*Irene H. Koch*

HENRY G. KOCH  
*Henry G. Koch*

EACH GRANTEE ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND EACH GRANTEE AGREES TO ITS TERMS.  
Multiple Parties. If Grantor (including any and all Borrowers executing this Mortgage) consists of more than one person or entity, all obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor.  
Sovereignty. The unenforceability or invalidity of any provision or provisions 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.  
Waiver and Consent. Lender shall not be deemed to have waived any rights under this Mortgage (or under the 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 the party's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in the granting of such consent by Lender in any instance that not constitute continuing consent to subsequent instances where such consent is required.  
Caption Headings. 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.  
Assignment. 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.  
Mergers. This 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. 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.  
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, except and only to the extent of procedural matters related to the perfection and enforcement of the rights and remedies against the Property, 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 apply 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.  
Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon Lender, without notice to Grantor, and all successors and assigns, and shall be enforceable against the Property and the individuals by way of foreclosure or extension without releasing Grantor 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, GRANTEE HEREBY WAIVES THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1001(B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTEE AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PREMISES.  
MISCELLANEOUS PROVISIONS. The following provision are a part of this Mortgage:  
NOTICES TO GRANTEE AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any Notice of Default and any Notice of Sale to Grantor, 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 addresses 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 loan 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, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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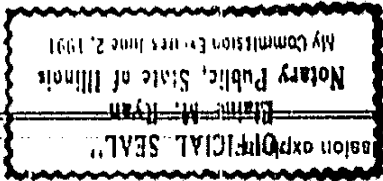
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HERITAGE BANK CRESTWOOD  
BY *Danielte Walters*  
Danielte Walters, Assistant Vice President

THE PROMISSORY NOTE MENTIONED IN THE WITHIN  
MORTGAGE HAS BEEN IDENTIFIED HEREWITH UNDER  
IDENTIFICATION NO. 00216  
LASER PRO (TM) Ver 2.17 (c) 1990 BY CFT Bankers Service Group, Inc. All rights reserved.



Given under my hand and official seal this 5th day of April, 1988, at 13500 S. Cleora, Crestwood, IL 60445  
By *William M. Ryan*  
Notary Public in and for the State of Illinois  
My commission expires on APRIL 1991

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

STATE OF Illinois }  
COUNTY OF Cook } ss

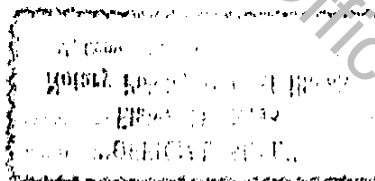
INDIVIDUAL ACKNOWLEDGMENT

MORTGAGE (Continued)

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