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Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust and all other documents whether now or hereafter existing, executed in

Real Property. The word "Real Property" means the property, interests and rights 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 hereafter attached or affixed to the Real Property; together with all acccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Note. The word "Note" means the promissory note or credit agreement dated August 21, 1989, in the original principal amount of \$101,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 10.5000% per annum. The interest rate to be applied to the unpaid principal balance of the Mortgage shall be at a rate of 2.0000 percentage point(s) over the index, subject however to the following minimum and maximum rates, resulting in an initial rate of 12.5000% per annum. NOTICE: Under no circumstances shall the interest rate on the Mortgage be less than 11.0000% per annum or more than (except for any higher default rate shown below) the lesser of 20.0000% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is December 20, 1989. NOTICE TO GRANOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender, and includes without limitation all assignments and security interests provisions relating to the Personal Property and Real Property. Lender. The word "Lender" means SUBURBAN BANK OF WEST BROOK, its successors or assigns. 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 the Mortgage. Specifically, without limitation, the Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note. The lien of this Mortgage shall not exceed at any one time \$103,075.34.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and similar construction on the Real Property. Grantor. The word "Grantor" means MERLE TOMASELLO and ANN TOMASELLO. The Grantor is the mortgagor under this Mortgage. Guarantor. The word "Guarantor" means and includes without limitation all guaranties, sureties, and accommodation parties.

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

The Real Property or its address is commonly known as 433 S. FAIRVIEW, PARK RIDGE, IL 60068. The Real Property tax identification number is 00-35-223-024. COUNTY, ILLINOIS.

LOT 21 IN BLOCK 5 IN DALE GUSTIN AND WALLACE'S ADDITION TO PARK RIDGE, SAID ADDITION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE EAST THIRD PRINCIPAL MERIDIAN, IN COOK

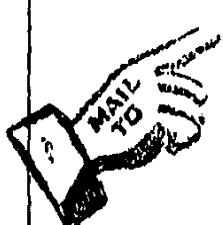
GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in trade, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property")):

THIS MORTGAGE IS DATED AUGUST 21, 1989, between MERLE TOMASELLO and ANN TOMASELLO, HIS WIFE, whose address is 433 S. FAIRVIEW, PARK RIDGE, IL 60068 (referred to below as "Grantor"); and SUBURBAN BANK OF WEST BROOK, whose address is 10500 W. CERMAK RD., WESTCHESTER, IL 60154 (referred to below as "Lender").

## MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

89401047



RECORDATION REQUESTED BY:  
SUBURBAN BANK OF WEST BROOK  
10500 W. CERMAK RD.  
WESTCHESTER, IL 60154  
WHEN RECORDED MAIL TO:  
SUBURBAN BANK OF WEST BROOK  
10500 W. CERMAK RD.  
WESTCHESTER, IL 60154  
SEND TAX NOTICES TO:  
MERLE TOMASELLO and ANN TOMASELLO  
433 S. FAIRVIEW  
PARK RIDGE, IL 60068

103038 MW

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MORTGAGE  
(Continued)

\* connection with Grantor's indebtedness to Lender. The word "Rents" means all rents, royalties, income, issues, and profits from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE 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 this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's 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 Rents from the Property.

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

The terms "hazardous waste," "hazardous substance," "disposal," "release," and "treated release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 40 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantor has no knowledge of, or reason to believe that there has been, or is being, or is about to be, any actual or threatened release of any hazardous waste or substance by any prior owner or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such other authorized user of the Property as use, generation, manufacture, storage, disposal, or release of any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with the section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and warrants any future claims against Lender for indemnity or contribution or liability on the part of Lender for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold Lender harmless against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by purchase or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance, or permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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

**Lender's Right to Enter.** Lender and 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 for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

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

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUPLICATE 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, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntarily or involuntarily; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercised by federal law or by Illinois law.

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

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of 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, except for the prior indebtedness referred to below, 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 fifteen (15) days after the lien arises or if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if

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requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.  
**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property. If any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00, Grantor will upon request of Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.  
**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$2,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or impaired improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Grantor for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**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.  
**Compliance with Prior Indebtedness.** During the period in which any prior indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such prior indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the prior indebtedness.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain existing indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable maintenance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.  
**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the existing indebtedness section below or in any title insurance policy, this report, or that title opinion issued in favor of, and accepted by, Lender in connection with the Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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

**Compliance with Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.  
**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness are a part of this Mortgage:  
Existing Lien. The lien of this Mortgage securing the indebtedness may be secondary and junior to the lien securing payment of an existing obligation to Irving Federal Savings and Loan Association. The existing obligation has a current principal balance of approximately \$73,000.00 and is in the original principal amount of \$73,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the existing indebtedness and to provide any default on the indebtedness, any default under the instrument evidencing such indebtedness, or any default under any security documents for the indebtedness.

**Default.** If the payment of any installment of principal or any interest on the existing indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.  
**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.  
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

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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 attorney's fees necessarily paid or incurred by grantor, or lender in connection with the condemnation.

**Proceeding.** If any proceeding in condemnation is filed, grantor shall promptly notify lender in writing, and grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and grantor will deliver or cause to be delivered, to lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

**Current Taxes, Fees and Charges.** Upon request by lender, grantor shall execute such documents in addition to this Mortgage and take whatever action is requested by lender to protect and continue lender's security interest in the Real Property. Grantor shall reimburse lender for all taxes, fees, stamp, documentary stamps, and other charges for recording or registering this Mortgage, including without limitation all taxes, fees, stamp, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon the type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on grantor which grantor is authorized or required to deduct from payments on the indebtedness secured by the type of Mortgage; (c) a tax on the 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 grantor.

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

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part 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 as amended from time to time.

**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. In addition to recording this Mortgage in the real property records, lender may, at any time and without further authorization from grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse lender for all expenses incurred in perfecting or continuing the security interest. Upon default, grantor shall assemble the Real Property in a manner and at a place reasonably convenient to grantor and lender and make it available to lender within three (3) days after receipt of written demand from lender.

**Addresses.** The mailing addresses of grantor (debtor) and 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.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances are a part of this Mortgage.

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

**Attorney-in-Fact.** If grantor fails to do any of the things referred to in the preceding paragraph, lender may do so for and in the name of grantor and at grantor's expense. For such purposes, grantor hereby irrevocably appoints lender as grantor's attorney-in-fact for the purpose of accomplishing the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of lender shall constitute an Event of Default under this Mortgage:

**Default on Indebtedness.** Failure of grantor 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 other 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 twelve (12) months, it may be cured (and no Event of Default will have occurred) if grantor, after receiving written notice from lender demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (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 in, or at the time made or furnished to lender by or on behalf of grantor, also 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 liquidation 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, self-help, repossession or any other method, by any creditor or grantor against any of the Property. However, the substitution shall not apply in the event of a good faith dispute by grantor as to the validity or

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Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions 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 Grantee, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addressee shown at the top of page one (1). Any party may change the address for notice under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. 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, Grantee agrees to keep Lender informed at all times of Grantee's current address.

**Attorneys' Fees; Expenses.** Lender shall have the right to incur any and all reasonable attorneys' fees and expenses in connection with the enforcement of this Mortgage, including without limitation 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 that and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender in enforcing this Mortgage shall be paid by Grantee. Lender shall be entitled to recover its right to become a part of the indebtedness payable on demand and shall bear interest from the date of expiration until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however, subject to any limits under applicable law, Lender's attorneys' 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 title reports (including foreclosure reports), surveys' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantee 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 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 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 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 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 constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision.

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

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Reasonableness of the claim which is the basis of the foreclosure, provided that Grantee gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.**

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DEPT. OF RECORDING  
140000 TRAN 3857 08/29/89 09:26:00  
19077 4 89-404047  
COOK COUNTY RECORDER

89404047

By Dorothy M. Porocki Notary Public in and for the State of Illinois  
Residing at Westchester, IL, 60154  
My commission expires July 25, 1992  
Given under my hand and official seal this 24th day of August, 1989

On this day before me, the undersigned Notary Public, personally appeared MERLE TOMASELLO and ANN TOMASELLO, 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  
OFFICIAL SEAL  
DOROTHY M. POROCKI  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES JULY 25, 1992

INDIVIDUAL ACKNOWLEDGMENT

This Mortgage prepared by:  
Thomas M. Lamourcaux  
Suburban Bank of West Brook  
10500 W. Germak Rd.  
Westchester, IL, 60154

GRANTOR: MERLE TOMASELLO  
ANN TOMASELLO

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

provisions of this Mortgage.  
Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.  
Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.  
Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such condition shall be modified to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.  
Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.  
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.  
Waivers and Consents. 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. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender to be given 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.