

Att. 11/15/53

MORTGAGE

REGORDATION REQUESTED BY:
HERITAGE BANK OAK LAWN
6001 WEST 95TH STREET
OAK LAWN, IL 60453

WHEN RECORDED MAIL TO:
HERITAGE BANK OAK LAWN
6001 WEST 95TH STREET
OAK LAWN, IL 60453

SEND MAX NOTICES TO:
JOSEPH P. NEVIN and DEBRA E. NEVIN
10011 S. MERTON AVENUE
OAK LAWN, IL 60453

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS MORTGAGE IS DATED DECEMBER 1, 1989, between JOSEPH P. NEVIN and DEBRA E. NEVIN, HUSBAND AND WIFE, whose address is 10011 S. MERTON AVENUE, OAK LAWN, IL 60453 (referred to below as "Grantor"); and HERITAGE BANK OAK LAWN, whose address is 6001 WEST 95TH STREET, OAK LAWN, IL 60453 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or attached buildings, improvements and fixtures, all easements, rights of way, and appurtenances, all water, water courses and ditch rights (including stock in ditches with ditch or irrigation rights) and all other rights, claims, and profits relating to the real property including without limitation all minerals, oil, gas, geothermal and similar matters located in Cook County, State of Illinois (the "Real Property").

Lois 33, 34 and 35 in Block 10 in Henry Impema's subdivision, a subdivision of that part of the North 1/2 of the Southwest 1/4 of Section 8, Township 37 North, Range 13, East of the Third Principal Meridian, which lies East of the Southeastern line of the Southwest Highway, East of the East line of Ridgeland Avenue and Northwest of the Southwest 1/4 of the Northwest property line of the Wabash Railroad; also that part of the North 33 feet of the South 1/2 of the Southwest 1/4 of said section 8, Township 37 North, Range 13, East of the Third Principal Meridian, which lies East of the East line of Ridgeland Avenue and Northwest of the Northwest property line of the Wabash Railroad in Cook County, Illinois. PN#24-08-311-006, 24-08-311-007 and 24-08-311-008

The Real Property or its address is commonly known as 10011 S. MERTON AVENUE, OAK LAWN, IL 60453. The Real Property tax identification number is 24-08-311-006 24-08-311-007 and 24-08-311-008.

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all rents from the Property, in addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means JOSEPH P. NEVIN and DEBRA E. NEVIN. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes attached on the Real Property, fixtures, additions and other 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 covenants of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means HERITAGE BANK OAK LAWN, its successors and assigns. 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 the promissory note or credit agreement dated December 1, 1989 in the original principal amount of \$8,000.00 from Grantor to Lender, together with all renewals of, amendments of, modifications of, extensions of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 12.00%. The Note is payable in 60 monthly payments of \$177.57. The maturity date of this Mortgage is December 7, 1994.

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

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

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all present and future rents, revenues, income issues, royalties, profits, and other benefits derived 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 GRANTOR 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 jointly 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:

Grantor, in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Grantor shall maintain the Property in rentable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The words "Hazardous Substances" mean and include without limitation all hazardous materials, as used in the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (49 U.S.C. amended), and the Superfund Amendments and Reauthorization Act (49 U.S.C. Section 10101 et seq.), and any other laws, regulations, and orders of any governmental authority, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, shall have the same meaning as such terms are defined in the above-mentioned laws, regulations, and orders.

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(SARA) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (49 U.S.C. amended), and the Superfund Amendments and Reauthorization Act (49 U.S.C. Section 10101 et seq.), and any other laws, regulations, and orders of any governmental authority, and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, shall have the same meaning as such terms are defined in the above-mentioned laws, regulations, and orders.

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Section 9001, 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, deposit, release, or hazardous waste or substance by any person on, under, or about the Property...

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 \$1,000.00. Lender may make good of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is repaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness. Payment of any lien attaching to the Property, or the restoration and repair of the Property, if Lender elects to apply the proceeds to the indebtedness, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Grantor from the proceeds 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.

Uninsured Insurance at Sale. Any uninsured insurance that matures to the benefit of and passes to the purchaser of the Property covered by this Mortgage at any business sale held under the provisions of this Mortgage or at any foreclosure sale of such Property. Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall 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 Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to maintain a minimum of \$100,000.00 of fire and theft insurance on the Property, Lender shall have the right to maintain Existing Indebtedness in good standing as required below. A condition precedent to Lender's exercise of its rights under this Mortgage shall be that Lender's interests in the Property, Lender's interest in the Property, shall not be in violation of any applicable laws, rules, or regulations. Lender shall not be liable for any action taken by Lender to maintain Existing Indebtedness in good standing as required below. All such expenses, as well as the cost of repairs, shall be charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor.

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 the maximum amount of standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount not less than the replacement cost of the Real Property. The Real Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain Federal Flood Insurance to the extent such coverage is required and is available for the Real Property and for the full undepreciated balance of the loan. Policies shall be written by such insurer and shall be in compliance with the terms of the Mortgage. Grantor shall deliver to Lender, upon request, evidence of coverage from each insurer containing a separate endorsement that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lender.

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 materials 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 Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

RIGHT TO CONVEY. Grantor may withhold payment of any tax, assessment, or lien 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 is held as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or a lien is held, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or a requested by Lender, deposit with Lender cash or a sufficient corporate surety bond, or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could, as a result of a foreclosure or sale under the lien in any contract. Grantor shall defend and Lender and shall satisfy any adverse judgment, decree, enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the context of an action.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate government official to deliver to Lender at any time a written statement of the taxes or 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, maintenance lien, or other lien could be asserted on account of the work, services, or materials and will cost exceed \$5,000.00. Grantor will upon request of Lender furnish to Lender accurate, satisfactory to Lender, that Grantor can and will pay the cost of such improvements.

TAXES AND LIENS. The following provisions relating to the taxes on the Property are a part of this Mortgage. 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 materials 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 Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

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 without Lender's prior written consent of all or any part of the Real Property or any interest in the Real Property. A sale or transfer means the conveyance of real property, or any right, title, or interest therein, whether legal or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, lease, contract, contract for deed, installment contract, or other instrument, 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 controlling interest, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by state law.

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 materials 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 Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

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 materials 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 Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

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 materials 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 Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

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LENDER'S OPTION: (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any other payments to become due during either (i) the term of any applicable interest rate 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. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies which Lender may have on account of the default.

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

Title. Grantor warrants that (a) Grantor holds good and marketable fee of record in 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, loss report or title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or interest in the Property 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 Lender may request from time to time to permit such participation.

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

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "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 HERITAGE BANK OAK LAWN described as MORTGAGE DATED 10-21-87 AND RECORDED 10-21-87 AS DOC #87574020. The existing obligation has a current principal balance of approximately \$21,800.00 and is in the original principal amount of \$50,000.00. Grantor hereby warrants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness. Any default under the Existing Indebtedness shall constitute a default under this Mortgage, or any default under any security documents for such indebtedness.

Default. If the lien of any instrument 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 will 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 never 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 by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may, in its discretion, require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is had, Grantor shall promptly notify Lender 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 Lender 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 other action is requested by Lender to perfect and continue Lender's security interest in the Real Property. Grantor shall reimburse Lender for all taxes, fees, documentary stamps, and other charges for recording or recording this Mortgage, including without limitation all Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real Property.

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Default on Other Payments. Grantor warrants with the title required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent the loss of the Property or the foreclosure of any mortgage on the Property.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default (Event of Default) under this Mortgage:

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

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 making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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, refiled, or re-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 this Mortgage, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless provided by law or agreed to in the conveyance by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

FURTHER ASSURANCES: ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) and the Illinois Uniform Commercial Code, are as stated on the first page of this Mortgage. 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.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real Property 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 secured court judgments, certificates, or 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 this Mortgage, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless provided by law or agreed to in the conveyance by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), 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) causes the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a suitable corporate surety bond or other security satisfactory to Lender.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax on the type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor or on the Property or on the holder of the Note; and (c) a tax on the type of Mortgage. (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

SECURITY AGREEMENT: FINANCING STATEMENTS. The following provisions relating to the 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 Property 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 secured court judgments, certificates, or 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 this Mortgage, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless provided by law or agreed to in the conveyance by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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, refiled, or re-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 this Mortgage, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless provided by law or agreed to in the conveyance 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 making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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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 failure is curable and if Guarantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, a cure may be required (and no Event of Default will have occurred) if Guarantor, after Lender sends written notice 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 subject to cure the failure and thereafter commences and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breach. Any warranty, representation or statement made or furnished to Lender by or on behalf of Guarantor 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 Guarantor, appointment of a receiver for any part of Guarantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or reorganization laws by or against Guarantor or the dissolution or liquidation of Guarantor (if Guarantor is an individual) also that 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 Guarantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Guarantor as to the validity or enforceability of the claim which is the basis of the foreclosure, provided that Guarantor gives Lender written notice of such claim and furnishes a surety bond for the claim satisfactory to Lender.

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

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

Existing Indebtedness. Default of Guarantor under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

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

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

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

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

Mortgages 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, to protect foreclosures or sale, and to collect the Rents from the Property and apply the net proceeds, over and above the cost of the receiver, against the indebtedness. The mortgages in possession or receiver may serve without notice and 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 Guarantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may, in any judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the right provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Guarantor irrevocably waives any and all right to have the property marshaled in execution of its rights and remedies. Lender shall be free to sell all or any part of the Property together and 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 Guarantor reasonable notice of the time and place of a 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 ten (10) days before the time of the sale or disposition.

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 provided in this Mortgage or any other provision. Election by Lender to pursue any remedy shall not constitute a waiver of or prejudice the party's rights otherwise provided in this Mortgage or any other provision. Lender shall be entitled to recover Attorney's Fees; Expenses; and Lender reserves any suit or action to enforce any of the terms of this Mortgage. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of the Note shall become a part of the indebtedness payable on demand and shall bear interest from the date of commencement 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 unexpended post-judgment collection services, the cost of securing records, obtaining the reports (including foreclosure reports), surveys, reports, and appraisal fees, and title insurance, to the extent permitted by applicable law.

Guarantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GUANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Guarantor, 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 addresses shown near the beginning of this Mortgage. Any party may change the address for notices 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 lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For no purpose purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered by Lender in the State of Illinois. Subject to the provisions of the Uniform Commercial Code, this Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

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.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or organization, such finding shall not render the provision invalid or unenforceable as to any other person or organization, if feasible, any such finding shall be construed so as to give the maximum effect to the provision of this Mortgage that is enforceable and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Guarantor's interest, this Mortgage shall be binding upon Guarantor and its successors and assigns.

Multiple Parties. All obligations of Guarantor under this Mortgage shall be joint and several, and all references to Guarantor shall mean each and every Guarantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Holder. 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.

Assignment. Guarantor shall be deemed to have assigned to Lender all of its interest in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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CONFIDENTIAL

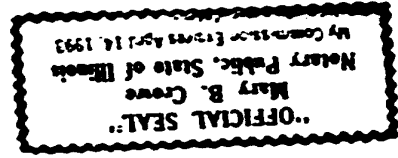
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Property of Cook County Clerk's Office

89589965

Handwritten initials/signature

Property of Cook County Clerk's Office



89-589965-100
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89-589965-107
89-589965-108
89-589965-109
89-589965-110

Notary Public in and for the State of Illinois

INDIVIDUAL ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____
On the day before me, the undersigned Notary Public, personally appeared JOSEPH P. NEVIN and DEBRA E. NEVIN, 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.
Given under my hand and official seal this _____ day of _____, 19____.
Residing at _____
My commission expires _____

This Mortgage prepared by _____

GRANTOR: JOSEPH P. NEVIN
DEBRA E. NEVIN

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.
WATERS 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 executing 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 is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.
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 is of the Essence. Time is of the essence in the performance of this Mortgage.
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.
and true 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

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