RECORDATION REQUESTED BY: OFFIC, AL COPY8

Marquette National Bank 6316 South Western Avenue Chicago, IL 60636

WHEN RECORDED MAIL TO:A

Marquette National Bank 6316 South Western Avenue Chicago, IL 60636



89195448

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MORTGAGE

THIS MORTGAGE AS DATED MARCH 31, 1989, between Melvin T. Veilenga, divorced and not since remarried, whose address is 5830 W 82nd Street, Burbank, IL 60459 (referred to below as "Grantor"); and Marquette National Bank, whose address is 6318 South Western Avenue, Chicago, IL 60636 (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 allixed buildings, improvements and fixtures; all easements, if this of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or krigation rights); and all vincy rights, royaties, and profits relating to the real property, including without limitation all minerals, oit, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

Lot 2 in Margaret's 6th Subdivision, a Subdivision of that part lying East of the Center Line of State Road of the South 1/4 of the North 4/8ths of Lot 1 (except the East 311 feet thereof) in the Assessor's Division of the North Half of Section 32, Township 38 North, Range 13, East of the Third Principle Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 5630 W 82nd Street, Burbank, IL 60459. The Real Property tax identification number is 19-32-224-048.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to Rents from the Real Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Pun's.

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

Borrower. The word "Borrower" means Melyln T. Vollenga and Car-lynn Vellenga.

Grantor. The word "Grantor" means any and all persons and entitles executing this workered, including without limitation all Grantors named above. The Grantor is the mortgager under this Mortgage. Any Grantor who signs this victioning, but does not sign the Note is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a society interest in Grantor's interest in the Real Property and to grant a society interest in Grantor's interest in the Real Property to Lander and is not personally liable under the Note except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation all guarantors, surpties, and iccommodation parties.

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 or this Mortgage, together with interest on such amounts approvided in this Mortgage.

Note. The word "Note" means the promissory note or credit agreement dated March 31, 1989 in the Original principal amount of \$4,000.00 from Borrower to Lender, 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 12.500%. The Note is payable in 30 monthly payments of \$90.41.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Gramor, now or hereafter attached or affixed to the Real Property; together with all accessions, 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 all 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.

Rents. The word "Rents" means all ronts, revenues, 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 GRANTOR UNDER THE MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

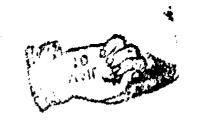
GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is citiverwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lendor all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granter agrees that Granter's possession and use of the Property shall be governed by the

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03-31-1989 Loan No 5000037863

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following provisions:

Possession and Use. Until in default, Granter may remain in possession and control of and operate and manage the Real Property and collect the Rents.

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

Nutsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit or suffer any strip 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.

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 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 voluntary or involuntary; whether by outsight sale, deed, installment sale contract, tand contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any buneficial 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 Granter 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 Granter. However, this option shall not be exercised by Lender in prohibited by federal law or by illinois law.

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

Payment. Grantor shall be when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sower service charges belief against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material turnistical to the Property. Grantor shall mulnitain this Property free of all liens having priority over or equal to the interest of Lender under this Morigage, 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.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Granter shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value country all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortigiged clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Granter shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or distinct without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lorder of any loss or damage to the Property. Lender may make proof of loss if Grantor falls 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.

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Mortgago, including any obligation to maintain existing indebtedness in good standing as required below, or if any action or proceeding is commerced 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's chome 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 domand, (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 incurred 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 atompage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remodels to which Lender may be entitled on account of the default. Any such action by Lander shall not be construed as curing the default so as to bar Lender from may be interested as evening the default so as to bar Lender from my termedy that it otherwise would have had.

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

Title. Granter warrants that (a) Granter holds good and marketable tille of record to the Prope ty in too simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the existing indebted hous section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this */crtgage, and (b) Granter 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, Granter warrants and will forever defend the min to the Property against the tawful claims of all persons.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness are a part of this Mortgage:

Existing Lien. The ilen of this Mortgage securing the indebtedness may be secondary and inferior to an existing lien. Granter expressly covenants and agrees to pay, or see to the payment of, the existing indebtedness and to prevent any detault thereunder.

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 be on default.

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

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Compliance Default. Fallure of Grantor or Borrower to comply with any other term, obligation, covenant, or condition contained in this Mortgage the Note, or in any other agreement between Grantor or Borrower and Lender.

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower'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 Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the externing prohibited by federal law or Ittinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Mortgage.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtodness or such Guarantor dies of becomes incompetent. 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.

Insecurity. Lender reasonably deems itself insecure.

Existing indebtedness. Default of Grantor under any prior obligation or under any instrument on the Property securing any prior obligation, 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 izw:

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

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

Judicial Foreclosure. Lander may obtain a judicial docree foreclosing Granter's interest in all or any part of the Property.

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. Lander shall have all other rights and remedies provided in this Mongage or the Note or available at law or in equity.

Attorneys' Fees; Propenses. In the event of foreclosure of this Mortgage, Londor shall be ontitled to recover from Grantor and Borrower Londor's attorneys' fees and a use disbursements necessarily incurred by Lendor in pursuing such foreclosure.

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

Applicable Law. This singinge 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.

Time is of the Essence. Time is of the sesonce in the performance of this Mortgage.

Walver of Homestead Exemption, Grantor hereby releases and walves all rights and benefits of the tremestead exemption laws of the State of littinois as to all indebtedness secure by this Mortgage.

GRANTOR ACKNOWLEDGES HAVING REAL AND THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Melvih T. Vellenga	
This Mortgage prepared by:	
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Schonis	DOLORES M. MALANAN
COUNTY OF C. A.A.K.	DOLORES M. McMAHON NOTARY PUBLIC, STATE OF ILLIHOIS NY COMM EXP. 1/1- C · 9/
On this day before me, the undersigned Notary Public, personally appeared Melvin T. Vellenga, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and Joed, for the uses and purposes therein mentioned.	
Given under my hand and official seal this	lay of 21/deph 1889.
By Clalous M Mc Thakon	Realding at 6316 So Lucy ATTU
Notary Public in and for the State of	My commission expires // · 4 · 9 /

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