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COOK COUNTY RECORDER

89200386

9/19/23

[Space Above This Line For Recording Date]

CONSTRUCTION MORTGAGE AND SECURITY AGREEMENT

89200386

THIS MORTGAGE ("Security Instrument") is given on April 191988. The mortgagor is V. Iwanathaw, Susarla and V. Vidya, Susarla, his wife. ("Borrower"). This Security Instrument is given to COOK COUNTY RECORDER Bank of Downers Grove, Illinois, which is organized and existing under the laws of Illinois, and whose address is 1200 Ogden Avenue, Downers Grove, Illinois 60515. ("Lender"). Borrower owes Lender the principal sum of Four Hundred Eight Thousand Seven Hundred Fifty Dollars (U.S. \$408,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 1/15. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 22 IN ROLLING HILLS RESUBDIVISION, A RESUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS SHOWN ON PLAT RECORDED APRIL 26, 1988 AS DOCUMENT 88174347.

P.I.N. 01-18-103-001

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which has the address of Lot 22 in Rolling Hills, Barrington Hills, Illinois 60010 ("Property Address");
(Street) (City) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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INSTRUCTIONS

OR

NAME STREET CITY INSTRUCTIONS
GARY-WHEATON BANK OF DOWNERS GROVE
1200 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Frank A. Gramata

Gary Wheaton Bank

The instrument was prepared by

1200 Ogden Ave Downers Grove, IL 60515

My Commission expires: _____
Notary Public, State of Illinois
My Commission Expires 2/26/91
Given under my hand and official seal, this 26th day of April, 1991.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

do hereby certify that Viswanatham Subarta and V. Vijaya Subarta, his wife, personally known to me to be the same person (s) whose name (s) are

STATE OF ILLINOIS, DuPage County as: a Notary Public in and for said county and state.

(Space Below This Line For Acknowledgment)

Viswanatham Subarta (Seal)
V. Vijaya Subarta (Seal)
Borrower
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- 2-4 Family Rider
 - Condominium Rider
 - Adjusted Rate Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Other(s) [specify] Construction Mortgage Security Agreement Rider
23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument. [Check applicable box(es)]
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraphs 15 and 17 (unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attach to the Property; (b) yearly mortgage insurance premiums; and (c) yearly hazard insurance premiums; and (d) yearly leasehold payments or ground rents on the Property, if any; (e) yearly hazard insurance premiums; and (d) yearly basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution (the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person or persons to whom they are due. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of, the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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CONSTRUCTION MORTGAGE SECURITY AGREEMENT RIDER

1. Construction Mortgage: The Construction Mortgage and Security Agreement to which this Security Agreement Rider is attached (the "Mortgage") secures an obligation incurred for the construction of an improvement to or on the real estate described in the Mortgage as "the Property", including, if applicable, the acquisition cost of the Property and constitutes a "construction mortgage" within the meaning of Section 9-313(i)(c) of the Illinois Uniform Commercial Code.

2. Construction Loan Agreement: Borrower and Lender have entered into a Construction Loan Agreement with respect to the construction of improvements to or on the Property. The terms, conditions and agreements contained in the Construction Loan Agreement are hereby made covenants and agreements and by this reference are incorporated into the Mortgage as though repeated verbatim therein. All sums disbursed by Lender pursuant to the Construction Loan Agreement including, but not limited to, funds in excess of the principal amount of the Note, if any, are hereby secured by the Mortgage. Any default in Borrower's performance of the terms, conditions and agreements contained in the Construction Loan Agreement shall also be a default on the part of the Borrower of the covenants and agreements contained in the Mortgage.

3. Creation of a Security Interest: In addition to the Property stated therein, the Mortgage constitutes a Security Agreement as that term is used in the Illinois Uniform Commercial Code with respect to (a) any and all money, notes receivable, letters of credit, certificates of deposits, shares of stock debentures or other assets at any time on deposit for the benefit of the Borrower pursuant to any of the provisions of the Mortgage, the Commitment or the Construction Loan Agreement, (b) Borrower's interest in the plans, specifications and contract documents and all contracts pertaining to the construction of the improvements to the Property, (c) any part of the Property which may now or hereafter be deemed to be personal property or fixtures, including but not limited to materials stored on the Property or elsewhere to which Borrower has any right, title or interest and which are intended for use therein and (d) all replacements, additions, substitutions and accessions of the items specified in this paragraph (herein all of the property referred to in this paragraph is collectively referred to as the "collateral"). All of Borrower's right, title, and interest in the collateral are hereby assigned to Lender to further secure payment of the indebtedness secured by the Mortgage as well as the performance of all of Borrower's obligations under the terms, covenants and conditions of the Mortgage, the Commitment and the Construction Loan Agreement. All of the terms, covenants and conditions of the Mortgage, Commitment and Construction Loan Agreement pertain and apply to the collateral as fully and to the same extent as to other elements of the Property. The following

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provisions of this Rider shall not limit the generality or the applicability of any other provision of the Mortgage, but shall be in addition thereto.

3. Borrower's Warranties: Borrower, being the Debtor as that term is used in the Illinois Uniform Commercial Code, warrants and agrees:

- (a) Except for the security interest hereby granted, Borrower has, or on acquisition will have, full title to the collateral free and clear of any lien, security interest, encumbrance, or claim and Borrower will, at Borrower's cost and expense, defend against any claim or action which may affect Lender's security interest in or Borrower's title to the collateral;
- (b) The collateral is to be used by Borrower solely for the purpose of constructing the improvements to the property or of occupying and using the Property after construction is completed;
- (c) Except for contracts, plans, specifications and other construction documents, copies of which along with all changes and modifications thereto shall be promptly furnished by Borrower to Lender, all of the collateral shall be located on the Property. Borrower shall not remove any of the collateral from the Property without, in each case, the prior written consent of Lender. The collateral may become affixed to the real Property, but shall not become affixed to any other real estate;
- (d) Borrower will not sell, assign, exchange, pledge, lease or otherwise dispose of any interest in the collateral and agrees to not permit any lien, security interest or encumbrance to attach to the collateral without, in each case, the prior written consent of Lender;
- (e) No financing statement covering the collateral is on file in any public office. At the request of Lender, Borrower will join with Lender in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Lender and Borrower will pay the cost of filing in all public offices wherever filing is deemed necessary by Lender. A carbon, photographic, or other reproduction of this Mortgage or a financing statement will be sufficient as a financing statement; and
- (f) Borrower will maintain the collateral in good condition and repair and will insure the collateral with companies acceptable to the Lender against fire, theft, and such other hazards and in such form and amount as

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Mortgagee may from time to time require. The insurance, which shall be with a company satisfactory to Mortgagee, shall be in an amount not less than the replacement cost of the collateral and shall contain a clause naming Lender as a loss-payee. Borrower assigns to Lender all rights hereunder and directs any insurer to pay all proceeds directly to Lender and authorizes Lender to endorse any draft for the proceeds.

5. Reimbursement of Expenses: At its option, Lender may discharge taxes, liens or other encumbrances at any time levied or placed on the collateral, pay for insurance on the collateral, and pay for the maintenance and preservation of the collateral and all sums so expended, including, but not limited to, attorneys' fees, court costs, agents' fees or commissions, or any other costs or expenses, shall bear interest from the date of payment at the rate of eighteen percent (18%) per annum and shall be payable to Lender at its address listed above and shall be secured by this Security Agreement.

6. Default: Borrower shall be in default under this Security Agreement on the happening of any of the following events or conditions:

- (a) Default in the payment of or performance of any of the obligations herein or of any covenants or liability contained or referred to in any note or notes evidencing any of the obligations secured hereunder, the Commitment, the Construction Loan Agreement or this Mortgage;
- (b) Loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the collateral;
- (c) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of Borrower, assignment for the benefit of creditors or by the commencement of any proceedings under any bankruptcy or insolvency laws of, by or against Borrower;
- (d) Any warranty, representation, or statement made or furnished to Lender by or on behalf of Borrower proves to have been false in any material respect when made or furnished;
- (e) Any time Lender believes that the prospect of payment of any indebtedness secured hereby or the performance of this Security Agreement is impaired or Lender deems itself insecure.

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7. **Remedies:** On the occurrence of any such event of default, and at any time thereafter, Lender may declare all obligations secured by the Mortgage immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as other rights and remedies possessed by Lender. The Lender has the right to possession of the collateral, including the right to enter the property of Borrower, without legal process, and take possession of and remove the collateral and Borrower waives and releases Lender of and from any and all claims in connection therewith or arising therefrom. Borrower agrees, upon request, to assemble the collateral and to make it available at the place designated by Lender. Lender may obtain possession without prior intervention of any court or other proceeding provided that the taking of possession is done without breach of the peace. Lender may, if it chooses, proceed to obtain a court order for possession which court order may be given without prior hearing. Borrower hereby waives any right to notice that Lender intends to repossess and also waives all rights to a hearing prior to taking of possession by Lender. Any requirement of reasonable notice of any disposition of the collateral shall be satisfied if such notice is mailed to the address of Borrower shown in the Mortgage at least ten (10) days before the time of such disposition. Borrower agrees to be responsible for all expenses of retaking, holding, preparing for sale, and selling, and that such expenses include Lender's reasonable attorneys' fees and legal expenses.

8. **Waiver of Default:** No waiver by Lender of any default shall operate as a waiver of any other default or of the same default on a future occasion.

9. **Transfer of Obligations and Liabilities:** All rights of Lender hereunder shall inure to the benefit of its successors and assigns; and all obligations of Borrower shall bind the heirs, executors, administrators, successors and assigns of Borrower. If there be more than one Borrower, their obligations shall be joint and several.

BY SIGNING BELOW, Borrower accepts and agrees to the terms, covenants and conditions contained in this Construction Mortgage Security Agreement Rider.

Viswanatham Susarla, MD.
Viswanatham Susarla

V. Vija Susarla
V. Vija Susarla

security.rid