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Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or allixed to the Real Property; together with all proceeds (including without limitation all insurance proceeds and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and all substitutions for, any of other disposition of the Property or other disposition of the Property...

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Grantor. The word "Grantor" means First National Bank of Evergreen Park, Trustee under that certain Trust Agreement dated May 19, 1989 and known as First National Bank of Evergreen Park. The Grantor is the mortgagor under this Mortgage. Guarantor. The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties...

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage: Grantor. The word "Grantor" means First National Bank of Evergreen Park, Trustee under that certain Trust Agreement dated May 19, 1989 and known as First National Bank of Evergreen Park. The Grantor is the mortgagor under this Mortgage.

THE REAL PROPERTY OR ITS ADDRESS IS COMMONLY KNOWN AS NORTHWEST CORNER OF 131ST AND DERBY ROAD, LEMONT, ILL. See Attached Legal... The Real Property or its address is commonly known as Northwest Corner of 131st and Derby Road, Lemont, IL.

THIS MORTGAGE IS DATED MAY 22, 1989, BETWEEN FIRST NATIONAL BANK OF EVERGREEN PARK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 19, 1989 AND KNOWN AS TRUST #10698, WHOSE ADDRESS IS 3101 W. 95TH ST., EVERGREEN PARK, IL 60642 (REFERRED TO BELOW AS "GRANTOR"); AND FIRST NATIONAL BANK OF NORTHBROOK, WHOSE ADDRESS IS 1300 MEADOW ROAD, NORTHBROOK, IL 60062 (REFERRED TO BELOW AS "LENDER").

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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RECORDATION REQUESTED BY: First National Bank of Northbrook, 1300 Meadow Road, Northbrook, IL 60062. WHEN RECORDED MAIL TO: First National Bank of Northbrook, 1300 Meadow Road, Northbrook, IL 60062. SEND TAX NOTICES TO: First National Bank of Evergreen Park, 3101 W. 95th St., Evergreen Park, IL 60642.

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MORTGAGE  
(Continued)

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

The word "Rents" means all rents, 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 THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND USE.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous substance," "hazardous waste," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1980, Pub. L. No. 96-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, disposal, release, or threatened release of any hazardous waste or substance by any prior owner or occupant of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation, state laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with the section of the Mortgage. Any inspection or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, damages, losses, injuries, and expenses which Lender may directly or indirectly sustain or incur resulting from a breach of the section of the Mortgage or as a consequence of any use, generation, manufacture, storage, release, or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and recording of the Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance not permitted by local, state, or federal law, or suffer any dumping of or waste on or to the Property or any portion of the Property. Specially without limitation, Grantor will not remove, or grant to any other party the right to remove, any land, mineral (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

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

**Duty to Protect.** Grantor agrees not to abandon nor have abandoned the Property. Grantor shall do all other acts in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Due on Sale - Consent by Lender.** Lender may at its option, decline immediately due and payable all sums secured by this 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 contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any transferor 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 interest, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercised by prohibited by federal law or by Illinois law.

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

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer charges charged against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall pay the Property taxes and the taxes on the interest in the Property, and except as otherwise provided in the following paragraph:

**Right to Control.** Grantor may withhold payment of any tax, assessment, lien, or claim in connection with a good faith dispute over the obligation to

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pay, so long as a lender's interest in the Property is not jeopardized. If a lien arises or is had as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien in fact, within fifteen (15) days after Grantor has notice of the lien, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any event, Lender shall defend and hold Lender and its lender and all other parties harmless from and against any and all claims, damages, losses, or expenses, including reasonable attorney's fees and costs, that may be incurred by Lender as a result of the lien. Grantor shall remain Lender an additional obligor under any surety bond furnished in the context proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property. If any subcontractor, materialman, or other person could be asserted on account of the work, services, or materials, Grantor will upon request of Lender advance satisfactory evidence to Lender that Grantor can and will pay the cost of such improvements.

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness; payment of any lien affecting the Property, or the restoration, or repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, 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 60 days after they are received and which Lender has not contributed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by the Mortgage at any time a sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the type of insurance; (c) the amount of the policy; (d) the property insured; the then current replacement value of such property; and the manner of determining a value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraisal satisfactory to Lender determine the cash value replacement cost of the Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain existing indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender, in its sole discretion, may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the end of repayment by Grantor. All such expenses at Lender's option, will (a) be payable on demand; (b) be added to the balance of the Note and be a part of the Note and be payable with any remaining payments to become due during; with (i) the term of any applicable insurance policy or (ii) the remaining term of the Note; or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also contains provisions for the payment of the Note, or (3) the rights provided for in the paragraph that in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**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 a good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the First Property description or in the existing indebtedness action below, or in any life insurance policy, title report, or final 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 the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

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

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

**Existing Lien.** The lien of this Mortgage securing the indebtedness may be secondary and in addition to an existing lien. Grantor expressly warrants and agrees to pay, or see to the payment of, the existing indebtedness and to prevent any default on the indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for the indebtedness.

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

**No Modification.** Grantor shall not enter into any agreement, oral or written, that purports to modify, amend, or otherwise alter the terms of this Mortgage, or any other security agreement which

insolvency. The insolvency of a grantor or a transferee of the property shall not constitute a default under this mortgage for the benefit of creditors. Related Documents by, or at the time made or furnished was, listed in any material respect. Branches. Any warranty, representation, statement or promise made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the produce compliance as soon as reasonably practical.

Compliance Default. Failure to comply with any other term, obligation, covenant, condition or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien. Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

DEFAULT. Each of the following, at the option of Lender shall constitute an Event of Default under this Mortgage: (a) Grantor fails to do any of the things referred to in the preceding paragraph, Lender may, at its sole discretion, 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.

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 the evidencing Lender's security interest in the Real 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, at its sole discretion, 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 whom requested by Lender, causes 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 perfect, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Lender shall be permitted by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Address. 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 and Personal Property. In addition to recording this Mortgage in the Real Property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest.

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.

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the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's estate as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Grantor agrees that any creditor of Grantor against any of the Property, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property, however, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes Lender with a copy of the claim and a copy of the supporting documents, including any agreement concerning any indebtedness or other obligation of Grantor to Lender, within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of 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 arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Insolvency.** 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 law.

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

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

**Collect Rents.** Lender shall have the right without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness, in full satisfaction 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, Grantor irrevocably designates Lender as Lender's attorney-in-fact to endorse with Lender's signature any instrument received in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand and 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 pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may sell without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshaled, in exercising the rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not preclude Grantor to perform an obligation or take action to make expenditures or take action to perform an obligation under this Mortgage after failure of Grantor to perform an obligation or take action to make expenditures or take action to perform an obligation under this Mortgage.

**Attorney's Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sums as the court may determine reasonable as attorney's fees at that and on any appeal. 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 its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however, subject to any limits under applicable law, Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney fees for bankruptcy proceedings including efforts to modify or vacate any automatic stay or injunction, appraisals and any anticipated post-judgment collection services, the cost of creating records, obtaining title reports (including foreclosure reports), surveys, reports, and appraisal fees, and the amount to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANITOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation, any notice of default and any notice of acceleration, 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 by first class, registered mail, postage prepaid, directed to the addresses shown at the top of page one (1). Any party may change its address for notice under this Mortgage by giving Lender notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any loan which has priority over this Mortgage shall be sent to Lender's address, as shown near the top of the first page of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

**Amendments.** This Mortgage together with the other documents referred to herein, may be amended, modified or supplemented in writing and signed by the party or parties sought to be changed or bound by the amendment or supplement.

# UNOFFICIAL COPY

3 9 2 5 3 3 1 4

89253354

This Mortgage prepared by:

Property of *Confidential*

ATTEST: *[Signature]*  
LAND TRUST ADM.

*[Signature]*  
Authorized Officer Sr. Vice Pres. & Trust Officer  
First National Bank of Evergreen Park

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

**GRANTOR'S LIABILITY.** This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute the instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, covenants, conditions, representations, and agreements made in this Mortgage are the part of Grantor, while in form purporting to be the warranties, covenants, conditions, representations, and agreements of Grantor, are nevertheless each and every one of them made and intended for the personal warranty, covenants, conditions, representations, and agreements of Grantor, and are made and intended for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, without express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holder of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the instrument of the Note created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Grantor.

**GRANTOR'S LIABILITY.** This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute the instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, covenants, conditions, representations, and agreements made in this Mortgage are the part of Grantor, while in form purporting to be the warranties, covenants, conditions, representations, and agreements of Grantor, are nevertheless each and every one of them made and intended for the personal warranty, covenants, conditions, representations, and agreements of Grantor, and are made and intended for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, without express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holder of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the instrument of the Note created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Grantor.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing, and signed by Lender. The delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in the Mortgage, the granting of such consent by Lender in any instance shall not constitute or estop Grantor to subsequent instances when 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.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of foreclosure or otherwise without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Merger.** There shall be no merger of the interest or estate created by the 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.

**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.

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

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a statement of net cash profit received from the Property during Grantor's previous fiscal year in such detail as Lender shall require. "Net cash profit" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

UNOFFICIAL COPY

3 9 2 5 3 3 3 3

49335268

Property of Cook County Clerk's Office

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Notary Public in and for the State of Illinois

By

*Deborah L. M. [Signature]*

Mortgage on behalf of the corporation

JOSEPH C. FANELLI AND ANNE MOYLAN, SR., VICE PRES. & TRUST OFFICER & LAND TRUST OFF. RESPECTIVELY of First National Bank of Evergreen Park, and known to me to be authorized agent(s) of the corporation that executed the Mortgage and acknowledged the Mortgage to be the true and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the

On the 30th day of May 19 89, before me, the undersigned Notary Public, personally appeared

DEBORAH L. M. [Signature]

My commission expires

Notary Public, State of Illinois  
My Commission Expires 10/15/01

Residing at 3101 W.

DEBORAH L. M. [Signature]  
9561 S. [Address]  
6642

COUNTY OF

Cook

STATE OF

Illinois

CORPORATE ACKNOWLEDGMENT

05-22-1989  
Loan No 23487

MORTGAGE  
(Continued)

# UNOFFICIAL COPY

89253354

Property of Cook County Clerk

That part of the South 1/4 of the Northwest 1/4 of Section 34, Township 37 North, Range 11, Tying West of the West line of Derby Road and North of the North line of 131st Street, except that part described as follows: Beginning at the Southeast corner of said Northwest 1/4 of said Section; then westerly on the South line thereof a distance of 246.80 feet to the cornerline of Derby Road; thence North 12 degrees 47 minutes 39 seconds East on said centerline, a distance of 502.24 feet to the place of beginning; thence continuing North 12 degrees 47 minutes 39 seconds West on said centerline, a distance of 174.10 feet; thence South 79 degrees 57 minutes 46 seconds West a distance of 256.75 feet; thence South 13 degrees 1 minute 24 seconds East, a distance of 182.30 feet; thence North 78 degrees 8 minutes 22 seconds East a distance of 255.38 feet more or less, to the place of beginning, all in Cook County, IL.



UNOFFICIAL COPY

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89253354

Property of Clark County Clerk's Office

APPROVED: *[Signature]*  
LAND TRUST ADM

BY: *[Signature]*  
Senior Vice President & Trust Officer

FIRST NATIONAL BANK OF EVERGREEN PARK  
Trust No. 10698  
not individually, but as Trustee Under

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, and it is expressly understood and agreed by the parties hereto, anything hereto to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in this agreement, for the purpose of binding it personally, but this instrument is assumed and delivered by the First National Bank of Evergreen Park, as agent, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against the First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertakings or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of any principal or interest notes hereof, and by all persons including by of the first part or party of the second part or the holder or holders, owner or owners of such principal notes, and by every person now or hereafter claiming any title or security hereunder.

DATED 5/22/89

RIDER ATTACHED TO FIRST NATIONAL BANK OF NORTHBROOK