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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF BENEFITS, IS THE SECURITY INSTRUMENT IN THE MORTGAGE AND PERSONAL PROPERTY.

Rents. The word "rents" means all rents, royalties, income, fees, and profits from the Property.

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

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grantor's Mortgage" section of this mortgage.

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

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or related to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and funds of premiums) from any sale or other disposition of the Property.

Mortgage. The word "Mortgage" means the Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Lender. The word "Lender" means Heritage Bank and Trust Company, its successors or assigns. The Lender in this mortgage under this mortgage.

Under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balances. The Credit Agreement provides in the Credit Agreement, it is the intention of Grantor and Lender that the "Mortgage" security is the balance outstanding under the Credit Agreement, and any amount expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement, and any amount expended or advanced as provided in the Credit Agreement, shall not exceed the Credit Limit as provided in the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such advances to Grantor no longer as Grantor complies with all the terms of the Credit Agreement, together with interest on such advances as provided in the Mortgage. Specifically, without limitation, the Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor or expenses incurred by Lender to enforce obligations of Grantor under the Mortgage, and to pay interest on such advances under the Credit Agreement and any amounts expended or advanced by Lender to enforce obligations of Grantor under the Mortgage. The word "indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to enforce obligations of Grantor under the Mortgage, together with interest on such advances as provided in the Mortgage, and to pay interest on such advances under the Credit Agreement and any amounts expended or advanced by Lender to enforce obligations of Grantor under the Mortgage.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes situated on the Real Property, fixtures, additions and minor or trivial improvements on the Real Property.

Grantor. The word "Grantor" means Arthur Eugene Pauls and Rochelle Pauls. The Grantor is the mortgagor under this mortgage.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated July 8, 1989, between Lender and Grantor with a credit limit of \$40,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the credit agreement. The interest rate to be applied to the outstanding amount balance shall be at a rate of 12.500% per annum. The maturity date of this mortgage is July 6, 1994.

DEFINITIONS. The following words that have the following meanings, when used in this mortgage:

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

The Real Property of its address is commonly known as 1745 Lakota, Turkey Park, IL 60477. The Real Property tax identification number is 27-21-401-076.

Lot 17 in Block 3 in Arthur T. McIntosh and Company's Southlands in the SE 1/4 of Section 25, Township 35 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY.

69326466

Mortgage between Grantor and Lender
1750 Oak Park Avenue
Turkey Park, IL 60477

WHEN RECORDED MAIL TO:

THIS IS A JUNIOR MORTGAGE

Mortgage Bank & Trust Company
1750 Oak Park Avenue
Turkey Park, IL 60477

RECORDATION REQUESTED BY:

AP

69326466

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THIS IS A PUBLIC RECORD

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CG1582001

Application of the provisions... The following provisions relating to the mortgage...

EXISTING MORTGAGES

The following provisions relating to the mortgage... The following provisions relating to the mortgage...

WARRANTY/TITLE

The following provisions relating to the mortgage... The following provisions relating to the mortgage...

EXPENSES BY LENDER

The following provisions relating to the mortgage... The following provisions relating to the mortgage...

PROPERTY DAMAGE INSURANCE

The following provisions relating to the mortgage... The following provisions relating to the mortgage...

PROPERTY DAMAGE INSURANCE

The following provisions relating to the mortgage... The following provisions relating to the mortgage...

Handwritten signature/initials

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the parties. All obligations of the mortgagor shall be joint and several and all references to Grantor shall mean each and every Grantor. The name that appears on this document shall be the name of the mortgagor.

Mortgage. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time. The Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois. Subject to the provisions of the Mortgage, the Mortgage shall be delivered to Lender and accepted by Lender in the State of Illinois. Subject to the provisions of the Mortgage, the Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Amendments. This Mortgage, together with any related documents, including the entire understanding and agreement of the parties as to the terms and conditions of the Mortgage, shall be amended or modified by the parties in writing and signed by the parties or their authorized agents. The following amendments shall be deemed effective when deposited in the United States mail for mailing, postage prepaid, directed to the address shown on the top of page one of this Mortgage. Any notice of default and any notice of acceleration shall be deemed effective when actually delivered or if mailed shall be deemed effective when deposited in the United States mail for mailing, postage prepaid, directed to the address shown on the top of page one of this Mortgage. Any notice of default and any notice of acceleration shall be deemed effective when actually delivered or if mailed shall be deemed effective when deposited in the United States mail for mailing, postage prepaid, directed to the address shown on the top of page one of this Mortgage.

NOTICE TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of acceleration, shall be deemed effective when actually delivered or if mailed shall be deemed effective when deposited in the United States mail for mailing, postage prepaid, directed to the address shown on the top of page one of this Mortgage. Any notice of default and any notice of acceleration shall be deemed effective when actually delivered or if mailed shall be deemed effective when deposited in the United States mail for mailing, postage prepaid, directed to the address shown on the top of page one of 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 its reasonable expenses incurred by Lender in connection with the prosecution of the suit or action, including but not limited to attorney's fees and costs, and any other expenses incurred by Lender in connection with the prosecution of the suit or action, including but not limited to attorney's fees and costs, and any other expenses incurred by Lender in connection with the prosecution of the suit or action.

Waiver. Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall constitute a waiver of or preclude the party's right to demand or demand and collect the full amount of the principal of the Mortgage, together with interest, penalties, and costs, and to demand or demand and collect the full amount of the principal of the Mortgage, together with interest, penalties, and costs, and to demand or demand and collect the full amount of the principal of the Mortgage, together with interest, penalties, and costs.

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 real estate 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.

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 the amount received from the sale of the property provided in this section.

Mortgagee's Power of Sale. Lender shall have the right to place 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 and profits from the Property and apply the proceeds, over and above the cost of the receiver, against the indebtedness. The mortgagee in possession or receiver may leave 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.

Contract Rights. 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 copy the net proceeds, over and above Lender's cost, against the indebtedness. If the rents are collected by Lender, Grantor and Lender shall jointly discharge Lender as Grantor's authorized agent to collect the rents and to collect the proceeds, over and above the cost of the receiver, against the indebtedness. Lender may exercise its right under this section by itself or through a receiver.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Lender shall have the right to take possession of the Personal Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale and to collect the rents and profits from the Property and apply the proceeds, over and above the cost of the receiver, against the indebtedness. Lender may exercise its right under this section by itself or through a receiver.

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: (a) Lender shall have the right to take possession 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 and profits from the Property and apply the proceeds, over and above the cost of the receiver, against the indebtedness. Lender may exercise its right under this section by itself or through a receiver.

Events Affecting Default. Any of the following events shall constitute a default under this Mortgage: (a) Grantor's failure to make any payment due under this Mortgage when due and unpaid; (b) Grantor's failure to maintain any insurance policy covering the Property; (c) Grantor's failure to maintain any other obligation or commitment of any kind or other action to Lender as required by this Mortgage; (d) Grantor's failure to maintain any other obligation or commitment of any kind or other action to Lender as required by this Mortgage; (e) Grantor's failure to maintain any other obligation or commitment of any kind or other action to Lender as required by this Mortgage.

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