

Real Property. The word "Real Property" means the Real Property and the Personal Property... Related Documents. The words "Related Documents" mean and include without limitation...

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor...

Note. The word "Note" means the promissory note or credit agreement dated August 14, 1989, in the original principal amount of \$265,000.00 from Grantor to Lender...

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 Real Estate.

Lender. The word "Lender" means Heritage Bank And Trust Company, its successors or assigns. The Lender is the mortgagee under the Mortgage.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes attached on the Real Property, fixtures, additions and similar construction on the Real Property.

Grantor. The word "Grantor" means Joseph Messana and Linda Messana. The Grantor is the mortgagor under the Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage: Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Real Estate.

The Real Property or its address is commonly known as 14618 S. Homan, Midlothian, IL. The Real Property tax identification number is 28-11-228-013.

Lot 4 in Block 8 in Arthur T. McIntosh and Company's Midlothian Home Gardens in the S 1/2 of NE 1/4 of Section 11, Township 36 North, Range 13, Tying East of the Third Principal Meridian, in Cook County, Illinois.

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

THIS MORTGAGE IS DATED AUGUST 14, 1989, between Joseph Messana and Linda Messana, his wife, whose address is 15654 Sunset Ridge, Orland Park, IL 60462 (referred to below as "Grantor"); and Heritage Bank And Trust Company, whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDERS' USE ONLY



Heritage Bremen Bank And Trust Company  
17500 Oak Park Avenue  
Tinley Park, IL 60477

SEND TAX NOTICES TO:

Heritage Bremen Bank And Trust Company  
17500 Oak Park Avenue  
Tinley Park, IL 60477

WHEN RECORDED MAIL TO:

Heritage Bremen Bank And Trust Company  
17500 Oak Park Avenue  
Tinley Park, IL 60477

RECORDATION REQUESTED BY:

89385294

51205910C

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MORTGAGE  
(Continued)

**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 GRANOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "treated release," as used in the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-488 and 49 U.S.C. Section 5102, et seq. (RCRA), the Resource Conservation and Recovery Act of 1980, Pub. L. No. 96-510, and other applicable state or Federal laws, rules, regulations, orders, decrees, judgments, awards, penalties, and expenses which are imposed on or by any person relating to such waste, substance, or release shall be for the purposes of this mortgage. Grantor hereby (a) releases and warrants 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's estate, heirs, assigns, and all other persons, including Lender, from and against all claims, losses, liabilities, damages, penalties, and expenses which are incurred by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**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 and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interest 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 contact in good faith any city, town, or county, or regulatory or legislative body, to determine the applicability of any such laws, ordinances, and regulations. 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 contact in good faith any city, town, or county, or regulatory or legislative body, to determine the applicability of any such laws, ordinances, and regulations. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property.

**Due on Sale - Consent by Lender.** Lender may, at its option, declare immediately due and payable all sums secured by this mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A sale or transfer, whether by outright sale, deed, assignment, 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 Grantor is a corporation or partnership, Lender 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 exercise is prohibited by Federal law or by state law.

**Taxes and Liens.** The following provisions relating to the taxes and liens on the Property are a part of this mortgage. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges rendered or mandated furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges rendered or mandated furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right to Contact.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or is filed as a result of nonpayment, secure the discharge of the lien or of any other lien which encumbers the Property, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any event, Grantor shall defend and pay the costs of any such proceedings. Grantor shall defend and pay the costs of any such proceedings. Grantor shall defend and pay the costs of any such proceedings.

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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 at any time 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 mechanic's lien, maintenance's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$2,500.00. Grantor will upon request of Lender furnish to Lender advance assurance satisfactory to Lender that Grantor can and will pay the cost of such improvement.

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 Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgage 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 recitation 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 a restoration and 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 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

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

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Grantor's behalf 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 date 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 apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be held as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The cost of a balloon payment shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that 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 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 Real Property description or in any title insurance policy, title report, or title fee 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 the Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants, defend 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 a from time to time to permit such participation.

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

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage:

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election elect that all or any portion of the net proceeds of the award be applied to the indebtedness. The net proceeds of the award shall mean the award (i) after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by a from time to time to permit such participation.

REPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and conserve Lender's security interest in the Real Property. Grantor shall reimburse Lender for all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

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

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contacts the tax as provided above in the Taxes and Lien section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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subsequent instances where such consent is required.

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. No duty 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 this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon Grantor, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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 the 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.

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

Marginal. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and shall not 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. Subject to the provisions on arbitration, this 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, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

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

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice or demand under this Mortgage, including without limitation any notice of default and any notice of late payment, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address shown at the top of page one (1). Any party may change its address shown near the top of the first page of this Mortgage. Grantor agrees to keep Lender informed at all times of Grantor's current address.

Allegiance. Lender shall be entitled to recover such sum as the court may determine as reasonable expenses incurred by Lender in enforcing its rights as attorney's fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender 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 shall 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 lien, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. The cost of searching records, obtaining the reports (including foreclosure reports), surveys, title, and appraisal fees, and the insurance, to the extent permitted by applicable law.

Waiver. Election of remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not include pursuit of any or all remedies, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

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 public 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.

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

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.

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

Mortgagee 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 preceding 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 serve 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 dequalify a person from serving as a receiver.

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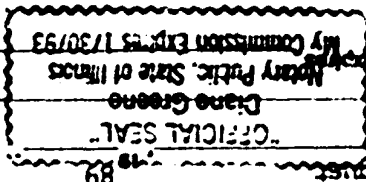
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*Handwritten:* \$110,000

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Given under my hand and official seal this \_\_\_\_\_ day of August, 1989.  
By \_\_\_\_\_ Notary Public in and for the State of Illinois  
My commission expires \_\_\_\_\_

On the day before me, the undersigned Notary Public, personally appeared Joseph Messana and Linda Messana, to me known to be the individuals described in and who executed the Mortgage, and they acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF \_\_\_\_\_ )  
COUNTY OF Cook ) 89

INDIVIDUAL ACKNOWLEDGMENT

This Mortgage prepared by: *Handwritten:* Audrey Frances for HERITAGE BREMEN BANK & TRUST, 17500 S. Oak Park, Tinley Park, Ill 60477

GRANTOR: \_\_\_\_\_ X  
*Handwritten:* Linda Messana  
Linda Messana

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



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