

UNOFFICIAL COPY

DEMONS REV 3/90

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, windows, shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the liabilities.

90431044

10/24/90

P.I.N.: 23-11-110-020

COMMONLY KNOWN AS: 8652 W. 99th St., Palos Hills, IL 60465

To secure payment of the indebtedness evidenced by the Note and the liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, the real estate situated, lying and being in the County of Cook, State of Illinois, legally described as set forth on Exhibit "A" attached hereto and incorporated by reference thereto which is

Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at a per annum interest rate equal to 4.0% per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

The interest rate payable on the principal sum will vary based on the Variable Rate Index. The interest rate will be [one-half percent (0.5%) (X) one percent (1.0%) in excess of the Variable Rate Index. The initial interest rate is 11.00%. The interest rate shall not exceed 17.9% annual percentage rate. (Mortgagor has separately initialed this paragraph in recognition of its significance and the fact that it has been fully completed. [initials])

Mortgagor has executed a Revolving Credit Note, the terms and provisions of which are incorporated herein by reference, dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 79,000.00 (the "Line of Credit"). Interest on the Note shall be due and payable monthly beginning September 5, 19 90, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note.

WITNESSES:

Bickory Hills, whose business and mailing address is indicated above ("Mortgagee").

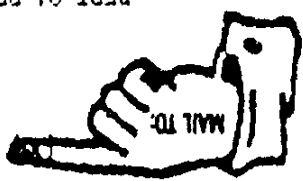
Number 2856 ("Mortgagor") and (X) STANDARD BANK AND TRUST CO. of

not personally, but as Trustee under a Trust Agreement dated October 11, 19 85, and known as Trust

or Standard Bank & Trust Co. of Bickory Hills

THIS MORTGAGE is dated as of August 24, 19 90, by and between

DEPT-01 RECORDING \$19.25  
145555 TRAN 4802 09/05/90 09:16:00  
#6140 # E \* -90-431044  
COOK COUNTY RECORDER



90431044

STANDARD BANK AND TRUST CO.  
of Bickory Hills  
7800 West 95th Street  
Bickory Hills IL 60457

STANDARD BANK AND TRUST CO.  
2400 West 95th Street  
Evergreen Park IL 60642

RE TITLE SERVICES # R9-4611

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4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

2. Mortgagee shall pay, when due and before any penalty attaches, all general taxes, special taxes, assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagee shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagee may desire to contest or to such tax, assessment or charge becoming delinquent.

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for the Mortgagee, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

Further, Mortgagee covenants and agrees as follows:

Further, the undersigned spouse of Mortgagee or other co-owner of, or other holder of a homestead interest in, the Premises, in consideration of the extension of the revolving line of credit to Mortgagee, does expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagee does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advanced rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgagee agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a default shall occur or a cause of default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgagee, Mortgagee may collect, receive and enjoy such avals.

The Note evidences a revolving credit as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The Lien there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same indebtedness outstanding at the time any advance is made.

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9. Upon Default, at the sole option of Mortgagee, the Note and/or any other liabilities shall immediately become due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagee to completely cure any cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause of Default within seven (7) days after the Mortgagee mails written notice to the Mortgagee that a Cause of Default has occurred and is existing. Default, under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause of Default" in the Note, including but not limited to the failure of Mortgagee to pay the Note or liabilities in accordance with their terms of failure of Mortgagee to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any liabilities.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interest or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrances, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other funds advanced by Mortgagee to protect the Premises or the Lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

6. Mortgagee shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event no less than the principal amount of the Note. Mortgagee shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. Mortgagee shall deliver all insurance policies, including additional and renewal policies, to Mortgagee, in case of insurance about to expire. Mortgagee shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.



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15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether or not the Premises shall be then occupied as a homestead.

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the liabilities first to interest and then to principal; fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, torrens certificates, tax and lien searches, and similar data and assurance with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagor. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagor shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagor or on behalf of Mortgagor in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which this Mortgage shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right of foreclosure whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

12. The "Variable Rate Index" for each monthly billing cycle will be the rate of interest, or the highest rate if more than one published, as published in the most recent edition of the Wall Street Journal-Money Rates Section preceding the start of the billing cycle. The variable rate index can be obtained from the Wall Street Journal or by calling the Bank.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagor for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due and payable, however created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys and paralegals' fees relating to the Mortgage's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagor which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagor.

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Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issue and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issue and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the Note in case of a foreclosure sale and deficiency.

16. No action for the enforcement of the lien or any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for this purpose.

18. Mortgagee agrees to release the lien of this Mortgage and, if required by law, pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagee renders payment in full of all liabilities secured by this Mortgage.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming by, under or through Mortgagee. The word "Mortgagee" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

20. In the event the Mortgagee is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner, but this waiver shall in no way effect the personal liability of any co-maker, co-signer, endorser, guarantor, accommodation party or guarantor of this Mortgage or the Note secured hereby.

21. This Mortgage has been made, executed and delivered to Mortgagee in Cook County, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such

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Property of Cook County

Mortgagor \_\_\_\_\_

Spouse of Mortgagor or other co-owner of or holder of a homestead interest in the premises \_\_\_\_\_

Standard Bank & Trust Co., 25 Hickory Hills  
 as Trustee Under a Trust Agreement dated October 11, 1985, and known as Trust No. 2650  
 AND NOT PERSONALLY

BY: Edythe W. Scanlan  
 Its: Asst. V.P. & Trust Officer

BY: Dorothy Perry  
 Its: Asst. V.P.

prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

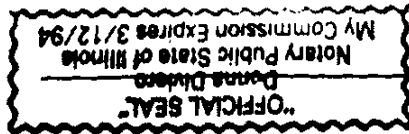
WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagor the day and year set forth above.

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DEKORS REV 3/90

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My Commission Expires:

*Donna Duvall*  
 Notary Public

Given under my hand and notarial seal, this 29th day of August, 1990.

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, do hereby certify that Bridgette W. Scarran, of Standard Bank & Trust Co. of Hickory, and Dorothy Perry of said corporation, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, as such Asst. V.P. & Trust Officer and Asst. V.P. respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Asst. V.P. did also then and there acknowledge that she as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instruments as her own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

My commission expires:

Notary Public

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

I, \_\_\_\_\_, a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ be signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

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Property of Cook County Clerk

The East 77 feet of the West 1/2 of Lot 53, in Frank Delagach's  
200 Acres Subdivision, a Subdivision of the South 1/2 of the  
Southeast 1/4 of the Northeast 1/4 of Section 10 and the South  
1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 11,  
Township 37 North, Range 12 East of the Third Principal Meridian,  
according to the Plat thereof recorded June 12, 1947 as document  
14077448, in Cook County, Illinois.

*Handwritten signature*

Legal Description: 8652 W. 99th Street, Palos Hills, IL 60465  
PIN: 23-11-110-020

EXHIBIT "A"