

# UNOFFICIAL COPY

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**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

**Credit Agreement.** The word "Credit Agreement" means the revolving line of credit agreement dated July 5, 1990, between Lender and Grantor with a credit limit of \$30,000.00, together with all renewals, extensions, modifications, refinancing, consolidation of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is July 1, 1995. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 10.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 2.00 percentage points above the index for balance of \$25,000.00 to \$49,999.99, and at a rate equal to the index for balance of \$50,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the limit of 18.000% per annum or the maximum rate allowed by applicable law.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means Elmer Eldridge, Jr. and Paula Eldridge. The Grantor in the mortgage under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantor, surety, and accommodation parties in connection with the indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structure, mobile home attached on the Real Property, inclusions, additions and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expansion incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in the Mortgage. In addition to the Credit Agreement, the word "Indebtedness" includes all obligations, debts and liabilities, present or future, whether arising now or later, whether related or unrelated to the purpose of the Credit Agreement, whether voluntarily or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether known or unknown or otherwise ascertainable. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor as long as Grantor complies with all the terms of 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 balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that the foregoing secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

**Lender.** The word "Lender" means First American Bank, its successors and assigns. The Lender in the mortgage under this Mortgage.

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

**THE REAL PROPERTY OR ITS ADDRESS IS COMMONLY KNOWN AS 50 E. SCHILLER, CHICAGO, IL 60610. THE REAL PROPERTY IDENTIFICATION NUMBER IS 17-03-103-020.**

**GRANTOR HEREBY ASSIGNS TO LENDER ALL OF GRANTOR'S RIGHT, TITLE, AND INTEREST IN AND TO ALL TENORS OF THE PROPERTY AND ALL RENTS FROM THE PROPERTY. IN ADDITION, GRANTOR GRANTS TO LENDER A UNIFORM COMMERCIAL CODE SECURITY INTEREST IN THE FORESAID PROPERTY AND RENTS.**

**THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS WHEN USED IN THIS MORTGAGE. TERMS NOT OTHERWISE DEFINED IN THIS MORTGAGE SHALL HAVE THE MEANINGS ATTRIBUTED TO SUCH TERMS IN THE ILLINOIS UNIFORM COMMERCIAL CODE.**

**CREDIT AGREEMENT.** The word "Credit Agreement" means the revolving line of credit agreement dated July 5, 1990, between Lender and Grantor with a credit limit of \$30,000.00, together with all renewals, extensions, modifications, refinancing, consolidation of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is July 1, 1995. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 10.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 2.00 percentage points above the index for balance of \$25,000.00 to \$49,999.99, and at a rate equal to the index for balance of \$50,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the limit of 18.000% per annum or the maximum rate allowed by applicable law.

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**LENDER.** The word "Lender" means First American Bank, its successors and assigns. The Lender in the mortgage under this Mortgage.

**MORTGAGE.** The word "Mortgage" means the Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Real Property and fixtures.

**THIS MORTGAGE IS DATED JULY 5, 1990, BETWEEN ELMER ELDRIDGE, JR. AND PAULA ELDRIDGE, JOINT TENANTS, WHOSE ADDRESS IS 50 E. SCHILLER, CHICAGO, IL 60610 (REFERRED TO BELOW AS "GRANTOR"); AND FIRST AMERICAN BANK, WHOSE ADDRESS IS 15 RIVERSIDE ROAD, RIVERSIDE, IL 60548 (REFERRED TO BELOW AS "LENDER").**

**GRANT OF MORTGAGE.** For value in consideration, Grantor mortgages, 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 attached buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and benefits relating to the real property, including but not limited to all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property");

**LOT 8 IN OSTROM'S SUBDIVISION OF LOTS 23 TO 26 INCLUSIVE IN BLOCK 4 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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**GRANTOR HEREBY ASSIGNS TO LENDER ALL OF GRANTOR'S RIGHT, TITLE, AND INTEREST IN AND TO ALL TENORS OF THE PROPERTY AND ALL RENTS FROM THE PROPERTY. IN ADDITION, GRANTOR GRANTS TO LENDER A UNIFORM COMMERCIAL CODE SECURITY INTEREST IN THE FORESAID PROPERTY AND RENTS.**

**THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS WHEN USED IN THIS MORTGAGE. TERMS NOT OTHERWISE DEFINED IN THIS MORTGAGE SHALL HAVE THE MEANINGS ATTRIBUTED TO SUCH TERMS IN THE ILLINOIS UNIFORM COMMERCIAL CODE.**

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**IMPROVEMENTS.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structure, mobile home attached on the Real Property, inclusions, additions and other construction on the Real Property.

**INDEBTEDNESS.** The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expansion incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in the Mortgage. In addition to the Credit Agreement, the word "Indebtedness" includes all obligations, debts and liabilities, present or future, whether arising now or later, whether related or unrelated to the purpose of the Credit Agreement, whether voluntarily or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether known or unknown or otherwise ascertainable. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor as long as Grantor complies with all the terms of 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 balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that the foregoing secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

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## MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$ 17.00

90433310

1990 SEP - 5 PM 12:11

COOK COUNTY, ILLINOIS

90433310

Elmer Eldridge, Jr. and Paula Eldridge  
50 E. Schiller  
Chicago, IL 60610

SEND TAX NOTICES TO:

First American Bank  
15 Riverside Road  
Riverside, IL 60548

WHEN RECORDED MAIL TO:

First American Bank  
15 Riverside Road  
Riverside, IL 60548

RECORDATION REQUESTED BY:

BOX 333-66

72-65-1372

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Property of Cook County Clerk's Office

COOK COUNTY

00-21310

07-05-1890

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed 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 leasehold proceeds and interests of (prudent) from any sale or other disposition of the Property.

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

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.  
Related Document. The words "Related Document" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "rents" means all present and future rents, royalties, income, taxes, profits, and other benefits derived 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:

POSSESSION 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 MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:  
Possession and Use. 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, replacements, and maintenance necessary to preserve the value.

Hazardous Substances. The words "hazardous waste," "hazardous substance," "disposal," "storage," "removal," and "treatment release," as used in this Mortgage, shall have the same meaning 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 1986, Pub. L. No. 99-460 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1601, et seq., the Resource Conservation and Recovery Act, 40 U.S.C. Section 5001, et seq., or other applicable state or Federal law, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants that Grantor has no use, generation, disposal, storage, treatment, disposal, release, or treatment release of any hazardous waste, or about the Property, (b) Grantor has no knowledge of, or reason to believe, or has been informed, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, storage, treatment, disposal, release, or treatment release of, or reason to believe, or has been informed, by any prior owner or occupant of the Property or (ii) any actual or threatened litigation or claim of any kind by any person relating to such matter. (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 those 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 this section of the Mortgage. Any inspections or tests made or taken 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. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for the reasons stated. 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 law, and (b) agrees to indemnify and hold Lender harmless against any and all claims, suits, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or treatment 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 reconveyance of the lien of the Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Maintenance, Waste. Grantor shall not cause, conduct or permit any nuisance (not limited to noise, vibration, or other annoyance) or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any tank, material (including oil and gas), soil, gravel or rock product 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 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, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contract in good faith any such law, ordinance, or regulation or equivalent and withhold compliance during any proceeding, including appropriate appeals, as long as Grantor has not had actual notice of such law, ordinance, or regulation in writing. 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 neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those 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, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, whether 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 of any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, and includes the conveyance of real property interest, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any means other 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 such exercise is prohibited by applicable law.

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**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, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all charges for work done on or for removal or removal of material 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 then, except for the existing indebtedness referred to below, and except as otherwise provided in the following paragraph.

**Right To Contest.** 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 action or a lien action is filed in a court of competent jurisdiction within fifteen (15) days after the lien action or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, notice of 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 to 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, Grantor shall deposit that amount and Lender and shall notify any receiver judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the context of the foregoing.

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

**Notice of Contest.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any material is supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, service, or material and the cost exceeds \$10,000.00. Grantor will upon request of Lender furnish to Lender advance assurances 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 named insured 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 duplication that coverage will not be cancelled or discontinued 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 \$10,000.00. Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. Lender shall apply the proceeds to restoration and repair. Grantor shall repair or replace the damaged or destroyed improvements in a reasonable and satisfactory manner. Lender shall, upon satisfaction of such obligations, 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 the mortgage, then to pay any amount owing to Lender under the mortgage, 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 time or other time shall be a part of the proceeds of the sale, and any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under the Mortgage, to the extent compliance with the terms of the Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on the mortgage, the proceeds in the Mortgage shall constitute a duplication of insurance requirement. If any proceeds not payable to the holder of the Existing Indebtedness.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of the 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 interest in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any action that Lender undertakes in so doing will bear interest at the rate charged under the Credit Agreement 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 credit line and be apportioned among and be payable with any installment payments to become due during other (i) the sum of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of the loan amount. The right provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as cutting the default so as to be limited 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 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 the Existing Indebtedness section below or in any title 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 required to defend the action in the event of Lender's participation and to participate in the proceeding and to be responsible in the proceeding for the nominal party in such proceeding, but Lender shall be entitled to deliver to Lender such instruments as Lender may request 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 (the "Existing Indebtedness") are a part of this Mortgage.

Grantor warrants that the lien of this Mortgage securing the indebtedness may be secondary and junior to the lien securing payment of an existing obligation to Santa Mortgage Corporation. The existing obligation has a current principal balance of approximately \$500,000.00 and is in the original principal amount of \$500,000.00. The obligation has the following payment terms: monthly installment of principal and interest. Grantor expressly covenants and agrees to pay, or pay to the benefit of, the Existing Indebtedness and to provide any default on such indebtedness, any default under the instrument evidencing it, or any other instrument or document in connection with such indebtedness.

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**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**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 by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at the election require that all or any portion of the net proceeds of the award be applied to the indebtedness and attorneys' fees reasonably 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 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.

**IMPOSITION 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 continue Lender's security interest in the Real Property. Grantor shall reimburse Lender for all taxes, fees and charges, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this action applies: (a) a specific tax upon this 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 Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

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

**SECURITY AGREEMENT; FINANCING STATEMENT.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**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.

**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 Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further assignment, conveyance, or other action, cause to be filed, recorded, refiled, or re-recorded, any and all such mortgages, certificates, assignments of interest, assignments of future assignments, certificates, and other documents as may, in Lender's sole option of Lender, be necessary or desirable in order to perfect, complete, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the laws and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Lender is authorized by law or equity 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.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may 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, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole option, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, terminates the credit line account, 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.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspect of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or deterioration of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**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 which Grantor would be required to pay.

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**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 not proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use taxes directly to Lender. If the Rents are collected by Lender, Grantor and its successors shall be deemed to have collected the Rents. Payment by tenant or other user to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise the right under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed in possession of the Property 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 serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appraised 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 the Mortgage or the Credit Agreement 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 marketed, in exercising the rights set forth in this section. Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

**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 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 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 right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not preclude pursuit of any other remedy, and an election to make expenditure or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise the remedies 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 sum as the court may adjudge reasonable as attorney's fees at trial 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 be a part of the indebtedness payable on the note and shall bear interest from the date of expenditure until repaid at the Credit Agreement 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's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection activities, the cost of searching records, obtaining title reports (including foreclosure reports), surveys and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other court costs provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, 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 addressee shown on the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal notice to the other parties, including the Lender, in writing to change the party's address. All copies of notices or foreclosures from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address as shown near the beginning of this Mortgage. 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 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.

**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 law of the State of Illinois.

**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.

**Merge.** There shall be no merger 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.

**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.

**Governability.** 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 persons or circumstances. 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.

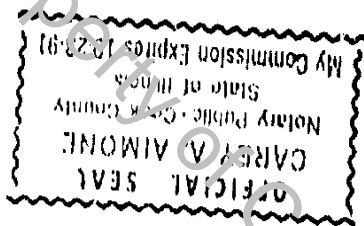
**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon Grantor and heirs to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor,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

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

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

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1 AND 11 (PH) (REV. 3/104) (S) 1000 (C) STANDARDS SERVICE GROUP, INC. ALL RIGHTS RESERVED.

Notary Public in and for the State of Illinois  
By: [Signature] My Commission Expires 10-23-91  
Given under my hand and official seal this 21th day of July, 1990, at Arlington Heights, IL.  
On the day before me, the undersigned Notary Public, personally appeared Elmer Eldridge, Jr. and Paula Eldridge, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed.

COUNTY OF Cook

STATE OF Illinois

INDIVIDUAL ACKNOWLEDGMENT

This Mortgage prepared by:

S. Calzadilla  
First American Bank  
15 Riverside Rd.  
Riverside, IL 60576

GRANTOR:

X Elmer Eldridge, Jr.  
X Paula Eldridge

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

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 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. The prior waiver by Lender, not any terms 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. Whoever 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 transactions where such consent is required.