

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:

American National Bank  
3307 Chicago Road  
South Chicago Height, IL 60411

90032006

89617756

WHEN RECORDED MAIL TO:

American National Bank  
3307 Chicago Road  
South Chicago Height, IL 60411

Box 333

\*\*\*RERECD TO REFLECT THIS MORTGAGE AS  
BEING A JUNIOR MORTGAGE\*\*\*

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Dec 28 AM 10:49

89617756

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This is a Junior **MORTGAGE \$16.00**

THIS MORTGAGE IS DATED DECEMBER 26, 1989, between Peggy Lee Armijo, an unmarried woman, whose address is 6026 Brittney Lane, Tinley Park, IL 60477 (referred to below as "Grantor"); and American National Bank, whose address is 3307 Chicago Road, South Chicago Height, IL 60411 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable 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 affixed 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 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"):

**PARCEL 1: LOT 24 IN AMERICAN INDUSTRIAL PARK UNIT NO. 1, BEING A SUBDIVISION IN PARTS OF THE NORTHWEST 1/4 AND THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1973 AS DOCUMENT 22252091, IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS.**

**PARCEL 2: LOT 23 IN AMERICAN INDUSTRIAL PARK UNIT NO. 1, BEING A SUBDIVISION IN PARTS OF THE NORTH WEST 1/4 AND THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1973 AS DOCUMENT 22252191, IN THE RECORDERS OFFICE IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 3309 & 3311 Holeman, South Chicago Heights, IL 60411. The Real Property tax identification number is 32-33-201-022-0000 and 32-33-201-023-0000.

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

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means Builders Associates, Inc.

**Grantor.** The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property, and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**Guarantor.** The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties.

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

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

**Lender.** The word "Lender" means American National Bank, its successors or assigns. The Lender is the mortgagee under this Mortgage.

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

**Note.** The word "Note" means the promissory note or credit agreement dated December 26, 1989, in the original principal amount of \$110,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an Index. The Index currently is 10.500% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.000 percentage point(s) over the Index, resulting in an initial rate of 11.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) 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 Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Borrower's Indebtedness to Lender.

**Rents.** The word "Rents" means all rents, revenues, income, issues, and profits from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

UNOFFICIAL COPY

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

**Notes of Construction.** Granular shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or materials are supplied to the Property, if any mechanics' liens, materialmen's lien, or other lien could be asserted on account of the work, services

Evidence of Payment. Grantor shall demand furnishing 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.

**Rights To Control** Grantor may withhold payment of any tax assessment, or claim in collection with a good and just dispute over the obligation to pay, so long as interests in the land is held, without prior notice or right to a hearing, to collect taxes, fees, or other charges due under the law.

rendered under service charges levied against the lessee for non payment of the Property, and shall pay within a reasonable time after notice given by the lessor to the lessee and shall remain in the Property until the lessor has obtained judgment for the amount due, except for the period of leasehold interest referred to below, and except as otherwise provided in the following paragraph.

**TAXES AND LENSES.** The following provisions relating to the taxes and lenses on the Property set forth in this Mortgage.

DUE ON SALE - CONSENT BY LENDER. Lender may at its option, declare immediately due and payable all sums secured by the Mortgage upon the date or transfer, without the lender's prior written consent, of all or any part of the Real Property, or any right, title or interest in the Real Property, or any part of it, to any transferee, assignee, or other person, whether or not such transferee, assignee, or other person has knowledge of the existence of the Mortgage.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended land or the property held in joint tenancy or as tenants in common, unless such action is necessary to protect the property from imminent danger or to prevent damage to the property by third parties.

**Complications with Governmental Requirements.** Governmental requirements can complicate things all the time. Ordinances, laws, regulations, and codes can all affect your business.

such improvements will improve the quality of life for all residents.

Indemnify, shall survive the payment of the Indebtedness and remain in effect until the date of the final payment of the Indebtedness and the release of the Mortgagor from all obligations under the Mortgagage and the other documents executed by the Mortgagor in connection therewith.

moniques, shall have the same meanings as set forth in the Commerce International Regulation, Commission, and Laboratory Act of 1938, as amended, 42 U.S.C. Section 8601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-490, 90 Stat. 1801, or other applicable statute or Federal law, unless otherwise provided herein, and shall be construed in accordance with such laws.

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

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**PAYOUT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all independent securities secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

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

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain existing indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender 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 treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title 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 the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

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

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

**Existing Lien.** The lien of this Mortgage securing the indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 87185-50 to American National Bank. The existing obligation has a current principal balance of approximately \$190,000.00 and is in the original principal amount of \$180,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the existing indebtedness and to prevent any default on the indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for the indebtedness.

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

**No Modification.** Grantor shall not enter into any agreement 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.

**CONDAMNATION.** 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 require 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 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 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, as described below, 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 section 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 Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender, or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this section 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) contests 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 STATEMENTS.** 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 Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addressess.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Illinois Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve: (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**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

**UNOFFICIAL COPY**

**Attorneys' Fees:** Expenses. It is understood that in the event of any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover reasonable expenses incurred by Lender in defending such action, including attorney's fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender in connection with the protection of its interest in the property, including attorney's fees, and all other sums provided by law.

exclude pretrial or trial failure of Grabley or Borower to perform shall not affect lenders' right to declare a default and exercise its remedies under this mortgage.

which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the date of the sale or disposition.

Notary of State. Lender shall file a Grantor's reasonable Notice of the time and place of the Foreclosure Proceeding at the time after

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

Judicial Foreclosure. Lender, "by obtaining a judicial decree foreclosing Grantor's interest in all or any part of the Property.

The mortgagee in possession of the property exceeds the indebtedness by a substantial amount. In such case, the creditor's right to the appointment of a receiver shall not differ from the right to receive payment of the debt.

Mr. Prosserage in Possession, Landor shall have the right to be placed as mortgagee in possession or to receive a reversionary interest in any part of the Property, with the power to protect and preserve the Proceeds, over and above what is due or to the Proprietor, to operate the Property, to let it, to sell it, and to collect the rents from the Property, and apply the Proceeds, over and above what is due or to the Proprietor, to pay the expenses of the recovery of the Proceeds, over and above what is due or to the Proprietor, to gather in the immeubles.

In the name of Germany and to negotiate the same with the representatives for which the Emperor in person, or agent, or through a third party, whether he be a member of other states or by means of proper grounds for the demand existed. Under these circumstances the Emperor had to render his rights under the stipulations of the peace made.

including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In the event of nonpayment by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments executed in favor of Lender.

Collective Benefits, lenders shall have the right, without notice to Guarantor or Borrower, to take possession of the Property and collect the Benefits.

and payable, holding any payment entirely pending which Borrower, as shall be required to pay.

RENTALS AND REMEDIES FOR TROUBLESOME TENANTS AND TENANT-OWNERS

**Integrity, Landlord responsibility, Deem's Rule, Lease renewals.**

Even after the planning authority has given its approval under the guidance of the local planning committee or the local planning authority, it may still be required to go through a further process before the scheme can be implemented.

Under obligation to grantor or to transfer to lessee, whether exceeding now or later, any greater period provided therein, including without limitation any agreement or arrangement between grantor or borrower and lessee or any other party thereto.

responsible for a claim which is the basis of the reinsurance, provided that the insurer gives written notice of such claim as soon as reasonably practicable after it receives notice of it from the reinsurer.

Debut under this tagline, featuring a new look and feel, a dynamic website, and a commitment to innovation and quality.

**the benefits of credits.** The secondary purpose of the program is to provide a stimulus to business investment in equipment and structures.

**Bracelets.** Any warranty, representation or statement made or furnished was, please in any manner respect, the Note or the Revised Document is, or at the time made or furnished to Lender by or on behalf of Borrower under the Mortgag

receiving written notice from Lender earlier than fifteen (15) days, immediately thereafter commences and continues as soon as reasonably practicable.

Complicated Sentence: Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents, if such a failure is caused by the Borrower himself (12 months), or by the lender or the Borrower, or the Power of Attorney, or the Mortgagor, the Note or in any of the Related Documents, if such a failure is caused by the Borrower himself (12 months) and no Event of Default has been given or notice of a breach of the same provided or of the same provision of the Mortgage, the Note or in any of the Related Documents.

**Default on installments.** Failure of Borrower to make any payment when due on the indebtedness.

**DEFAULIT.** Each of the following, as the option of Lender shall constitute an Event of Default under this Mortgage:

**FULL PERFORMANCE.** If Borrower pays all the indebtednesses when due, and otherwise performs all the obligations imposed upon Guarantor under the Indebtedness except those set forth in the Personal Property Agreement, Guarantor will be permitted to exercise all the rights and remedies set forth in the Personal Property Agreement.

Grammars and as Grammatical extensions, defining, recoding, and doing all other things as may be necessary or desirable. In fact for the purpose of marking, encoding, defining, and so forth, the means referred to in the preceding paragraph.

MORTGAGE

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 of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

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

**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.

**Merger.** 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.

**Multiple Parties; Corporate Authority.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage. Where any one or more of the Grantor or Borrowers are corporations or partnerships, it is not necessary for Lender to inquire into the powers of any of the Grantor or Borrowers or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other 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 and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

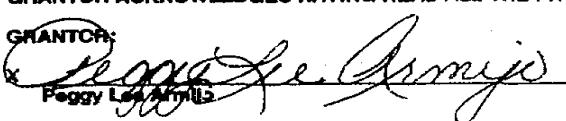
**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

**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. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower'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.

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

GRANTOR:

  
Peggy Lee Armijo

This Mortgage prepared by:  
American National Bank  
3307 Chicago Road  
South Chicago Heights, IL 60411  
Susan Smeaton

89617756

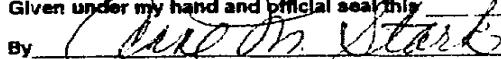
90032006

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COOK )  
COUNTY OF ILLINOIS ) 88

On this day before me, the undersigned Notary Public, personally appeared Peggy Lee Armijo, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26TH day of DECEMBER, 19 89.

By  Anne M. Stark  
Notary Public in and for the State of ILLINOIS  
Residing at 4849 WEST 167TH STREET  
My commission expires 11/16/91

LASER PRO (tm) Ver. 3.05a (c) 1988 C.R. Software Service Group, Inc. All rights reserved.

Anne M. Stark  
Notary Public, State of Illinois  
My Commission Expires 11-16-91

DUK COUNTY, ILLINOIS  
NOTARY PUBLIC FOR RECORD

90032006

2000 JAN 22 PM 10:32

5 5 1 1 0 6 8

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

Callahan