

UNOFFICIAL COPY

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Loan No. _____

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 20, 1990, between Bruno Ras, married to Theresa Ras

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of ten thousand and 0/100ths

dollars (\$ 10,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 12.50 per cent (12.5 %) per annum prior to maturity, at the office of Mortgagee of Chicago, Illinois, on August 15, 1990, and on the same day of each month thereafter, the said Note shall be paid in installments to be the entire unpaid balance of said sum, together with interest on the principal balance outstanding after the original maturity date thereof at 13.5 % per annum, together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the Assignee of the Mortgagee during the term of this mortgage, created, incurred, evidenced, acquired or arising, under the Note or this mortgage together with interest and charges as provided in said Note and any and all renewals of extensions or any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit: P.I.N. 02-24-103-037

Lot 11 in Stone Bridge II, a resubdivision of part of Lots 1 and 3 and all of Lot 4 in Block 4 in Arthur T. McIntosh and Company's Rohlwing Road Acres, a subdivision of the Northwest 1/4 of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian, and parts of vacated Leonard Road, Kenilworth Road and Williams Street, according to the plat of said resubdivision recorded June 11, 1987, as Document #87330328, Cook County, Ill.

THIS IS A JUNIOR MORTGAGE. ER- Rider attached hereto as Exhibit "A" \$14.00

-90-197584

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COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises" TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagors shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

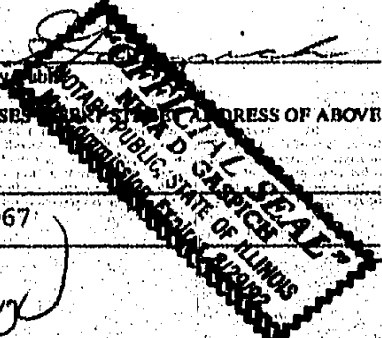
Bruno Ras (SEAL) _____ (SEAL)
Bruno Ras (SEAL) _____ (SEAL)

STATE OF ILLINOIS) 1, Nina D. Gaspich, a Notary Public in and for and residing in said County,
COUNTY OF Cook) SS in the State aforesaid, DO HEREBY CERTIFY THAT Bruno Ras, married to Theresa Ras
who is personally known to me to be the same person is subscribed to the foregoing
Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.
GIVEN under my hand and Notarial Seal this 20th day of April, A.D. 1990.

This document prepared by Nina Gaspich
5200 N. Central, Chicago, Il. 60630

DE
LIVER
RECORDERS OFFICE BOX NO. 34

Nina D. Gaspich
Notary Public
FOR RECORDERS INDEX PURPOSES
DESCRIBED PROPERTY HERE
593 Krista Ct.
Palatine, Il. 60067



7.11
Doc # 3179

Land Title

90197584

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE) OF THIS MORTGAGE:

1. Mortgagor covenants and agrees (1) To pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, license charges, and street service charges against the premises (including those hereinafter due); and to furnish Mortgagor, upon request, duplicate receipts therefor; all such items extended against said premises shall be conclusively deemed paid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall conform with the Mortgagee during said period of period, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or assignee, or any grantee in a deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the satisfaction of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction of damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any encumbrances or other lien or claim of lien not expressly subordinated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises or to diminish the value by any act or omission to act; (7) To comply with all requirements of law in this respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said premises, (c) any purchase on conditional sale, lease or agreement under which (1) is reserved to the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Mortgagee's insurance covering this mortgage when required by Mortgagee pursuant to its written commitments; and (10) To pay when due any indebtedness which may be incurred by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien or mortgage.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees, to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other insurances as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as authorized by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged property insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payments, such excess shall be credited on subsequent payments for such purposes to be made by Mortgagor.

3. The privilege is granted to make payments on the principal of this Note any time before the maturity thereof, and such payments shall be applied to the principal of the Note in the order of priority herein provided.

4. Mortgagor agrees to execute and deliver to the Mortgagee such documents as may be required to carry out the provisions of this mortgage, and to pay the costs and expenses of recording the same.

5. Mortgagor agrees that Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party in respect of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated attorneys' fees, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree of judgment as a part of said mortgage debt and shall include interest at the rate of 13.50 per cent (13 1/2 %) per annum.

6. In case of default therein, Mortgagee, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient, and may, but need not, make (a) full or partial payments of principal or interest or secure any, and (b) purchase, discharge, or otherwise pay or satisfy in whole or in part any or all claims thereon, or redeem from any sale or foreclosure affecting said premises or consent any tax or assessment. All moneys paid in any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee in its discretion to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 13.50 per cent (13 1/2 %) per annum. In the event Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagee.

7. Mortgagee making any payment herein authorized, shall be deemed to have or to be deemed to have, all statements or estimates received from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

8. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

9. When the indebtedness hereby secured shall become due and payable by or for the benefit of others, Mortgagee shall have the right to foreclose the lien hereof. In any sale or foreclosure the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale or foreclosure, all expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documents and report of losses, appraisers' charges, publication costs and costs (which may be paid or incurred after the date of recording of this mortgage) and all other costs and disbursements, past and present, present and future, and all other costs and disbursements with respect to this mortgage, and all other costs and disbursements which may be reasonably necessary either to prosecute such sale or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures or disbursements of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of 13.50 per cent (13 1/2 %) per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including purchase and bankruptcy proceedings, in which Mortgagee shall be a party, either as plaintiff, claimant or defendant, or in connection with this mortgage or any indebtedness hereby secured; or (b) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

10. The proceeds of any foreclosure sale of the premises 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 such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagee, its assigns or assigns, as their rights may appear.

11. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed, may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the then value of the premises or whether the same shall be then occupied as a tenement or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have the sole right to collect the net income or profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such net income and profits, and all other powers which may be necessary or are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole or a part thereof. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. Mortgagee shall not and will not apply for or avail itself of any appraisal, valuation, survey, extension or certificate of value, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all its assigns, claims through or under it waives any and all rights to have the property and estate comprising the mortgaged property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SAID ORDER OR DECREE OF FORECLOSURE, IN AS MUCH TO THE RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST BENEATH AND ALL PERSONS BENEFICIARILY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBJECT TO THE DATH OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

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

14. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive any compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate satisfaction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or its successors or assigns.

15. All assets, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement is written or verbal, and if it is in the interest hereof (a) to pledge said rents, issues and profits for a period of time and not secondarily and such pledge shall not be subject to any foreclosure decree, and (b) to establish an absolute trust and assignment to the Mortgagee of all such rents, issues and profits and all other proceeds, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for term deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, elect or repair said premises, buy furnishings and equipment thereon when it deems necessary, purchase adequate fire and extended coverage, and other forms of insurance as may be deemed advisable, and to exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to account which a lien is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income obtain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam or otherwise. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, shall there be no substantial unconformed default in performance of the Mortgagee's obligations herein, the Mortgagee, at its option, may, without notice, discharge its obligation and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

16. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagee is to complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the due date of the first payment of principal, or if work of such construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either case, the entire principal of the Note secured by this Mortgage and interest thereon that is now become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion of construction shall be added in the principal amount of said Note and secured by these presents, and shall be payable by Mortgagor on demand, with interest at the rate of 13.50 per cent (13 1/2 %) per annum. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full complete authority to employ watchmen to protect the improvements from depreciation or injury and to preserve and protect the personal property therein, to continue any and all outstanding contracts for the erection and completion of said building or buildings; to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

17. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

19. In the event that Mortgagor or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or make in writing their inability to pay debts, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or seeking or attempting to obtain protection with creditors, or to take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization, or insolvency proceeding, or (f) take any action for the purpose of affecting any of the foregoing, or (g) any order, judgment or decree shall be entered upon an application of a creditor of the Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable; whereupon the principal and interest accrued on the Note and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Mortgagee without notice or demand, may prosecute a suit at law and/or in equity as if all moneys secured hereby had matured prior to its institution. Furthermore, if foreclosure proceedings shall be instituted against the premises upon any other lien or claim, the Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

20. This Mortgagee agrees and understands that it shall constitute no event of default under this Mortgage and the Note entitling the remedies herein and in the Note to be exercised if (a) the Mortgagor, or any beneficiary of the Mortgagor, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity recognized in law or equity other than the Mortgagor or the present beneficiary or beneficiaries, (b) allow any lien or security interest to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, including liens and assignments not yet due and payable (c) any articles of agreement for deed, title or beneficial interest or land contract in the premises are entered into, or (d) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgage or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgage is conveyed, transferred, or hypothecated, in whole or in part.

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ENVIRONMENTAL PROTECTION AGENCY RIDER 4
(E.P.A.) Exhibit "A"

This E.P.A. RIDER is made this 20th day of April, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, deed of Trust or Security Deed (the "Security Instrument") of the undersigned (the "Borrower") to secure Borrower's Note Gladstone-Norwood Trust & Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and Located at:
953 Krista Court, Palatine, Il.

(Property Address)

A. Mortgagor covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said buildings by Mortgagor, or Mortgagor's lessees, will not unduly or unreasonably pollute the atmosphere with smoke fumes, noxious gases or particulate pollutants in violation of any such regulations; and in case Mortgagor (or said Lessees) are served with notice of violation by any such E.P.A. agency or other municipal body, that it will immediately cure such violation and abate whatever nuisance or violation is claimed or alleged to exist.

B. Mortgagor represents to Mortgagee prior to the date hereof, the Premises have not been used by Mortgagor or, to the best of Mortgagor's knowledge, by any other party, and the Premises shall not at any time hereafter be used by Mortgagor or any tenant or any other person or entity for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Material. The term "Hazardous Material," when used herein, shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Premises is located, or the United States of America because of toxic flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including asbestos and including any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended 49 C.F.R. 172.101, or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. subsections 9601, et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901, et seq., or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect.

C. Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from and against any claims, damages, actions, liabilities, causes of action, suits, investigations and judgments of any nature whatsoever, including without limitation, attorneys' fees and expenses, incurred by Mortgagee in connection with any breach of the representations and warranties set forth in subparagraph B above. The foregoing indemnity shall survive the pay off of the loan evidenced by the Note hereby secured.

D. During the term of the loan evidenced by the Note hereby secured, Mortgagee shall have the right, at its option, to retain, at Mortgagor's expense, an environmental consultant who shall prepare a report indicating whether the premises contain or are being used for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste, including, without limitation, the items described in subparagraph B of this Paragraph 33. Mortgagor hereby grants to Mortgagee and Mortgagee's agents, employees, consultants and contractors the right to enter upon the Premises and to perform such tests on the Premises as are reasonably necessary to conduct any such investigation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this rider.

(seal)
-Borrower


Bruno Ras

(seal)
-Borrower

SK1197584

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Property of Cook County Clerk's Office

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