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RECORDATION REQUESTED BY:

The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60607

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60607

90201533

SEND TAX NOTICES TO:

Terrence M. Ryan and Julia M. Ryan
1707 S. Newberry
Chicago, IL 60608

90201533

DEPT-01 RECORDING \$16.00
90201533 TRAN 5818 05/02/90 12:43:00
\$2430 + C. X-90-201533
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED APRIL 6, 1990, between Terrence M. Ryan and Julia M. Ryan, husband and wife, whose address is 1707 S. Newberry, Chicago, IL 60608 (referred to below as "Grantor"); and The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, IL 60607 (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"):

LOT 30 (30) IN ROT 1'S SUBDIVISION OF BLOCK SEVENTEEN (17) IN ASSESSOR'S DIVISION OF THE NORTH QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF SECTION TWENTY (20), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1707 S. Newberry, Chicago, IL 60608. The Real Property tax identification number is 17-20-406-012-0000.

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. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated April 6, 1990, between Lender and Grantor with a credit limit of \$10,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 10.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.00 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser 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 Terrence M. Ryan and Julia M. Ryan. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

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 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 expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so 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 this Mortgage 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 The Mid-City National Bank of Chicago, its successors and 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.

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 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 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, revenues, income, issues, royalties, 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:

PAYMENT 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. Until 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 tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

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on Good Standing as required below, the Company will accept any provision of this Agreement to the extent that it complies with the requirements of this Agreement. All such on Good Standing as required below, the Company will accept any provision of this Agreement to the extent that it complies with the requirements of this Agreement.

EXEMPTIONS BY LENDER. If the Lender fails to comply with any provision of this Agreement to the extent that it does not comply with the requirements of this Agreement, the Company will accept any provision of this Agreement to the extent that it complies with the requirements of this Agreement.

Compromises made by the Lender are not applicable to the holder of the Existing Indebtedness. During the period in which any provision of this Agreement is not compliant with the requirements of this Agreement, the Company will accept any provision of this Agreement to the extent that it complies with the requirements of this Agreement.

Mortgagee of any trustee's right of action shall hold under the provisions of this Mortgage, or if any trustee's right of action is held, notwithstanding the provisions of this Mortgage, to the extent that it does not comply with the requirements of this Agreement, the Company will accept any provision of this Agreement to the extent that it complies with the requirements of this Agreement.

INDEMNIFICATION. During the period in which any provision of this Agreement is not compliant with the requirements of this Agreement, the Company will accept any provision of this Agreement to the extent that it complies with the requirements of this Agreement.

APPENDIX D TO MORTGAGE. Appendix D to the Mortgage may apply to the proceeds of any mortgage on the premises described below, to the benefit of the Lender, or to the benefit of the Company, or to both. Appendix D to the Mortgage shall contain provisions concerning the payment of taxes and insurance premiums on a portion of the premises described below, to the benefit of the Company, or to both.

PROTECTION OF INVESTMENT. The following provisions relating to insuring the Property are a part of this Mortgage.

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

NOTICE OF CONSTRUCTION. Grantor shall procure and maintain policies of fire insurance standard coverage under contracts of a minimum basis for the Insurer's reasonable cost of reasonably acceptable to Lender, to pay any amount owing to Lender under the terms of any insurance policies held by Lender.

EVIDENCE OF PAYMENT. Grantor shall upon demand furnish to Lender satisfactory evidence of payment in full of all taxes or assessments against the Property.

RIGHT TO CANCELLATION. Grantor may withdraw from any lease or sublease of the Property, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

TAXES AND LIENS. The following provisions relating to the taxes and liens of this Mortgage are a part of this Mortgage.

DUET ON SALE - CONSENT BY LENDER. Lender shall do all other acts, including paragraph 11 of the "consent to sale" in section 15 of the Mortgagors' Note, to preserve unimpaired the property of this Mortgage, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

LENDER'S RIGHT TO EXCUSE. Lender shall do all other acts, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

RIGHT TO FORECLOSE. Lender shall do all other acts, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

REMOVAL OF IMPROVEMENTS. Grantor shall not remove any improvement from the Property without the prior written consent of Lender, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

MEMBER, MEMBER'S INTEREST. Any member of the corporation of which Grantor is a member, or any other person holding an interest in the Property, may make any removal or improvement to the Property, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

NONINTERFERENCE WITH MEMBER'S INTEREST. Grantor shall not cause, or suffer any interference by him, to the property of any member of the corporation of which he is a member, or any other person holding an interest in the Property, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

LIQUIDATION OF MEMBER'S INTEREST. Grantor shall not sell, exchange, or otherwise dispose of his interest in the corporation of which he is a member, or any other person holding an interest in the Property, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

PROPERTY OF MEMBER'S CHILDREN. Grantor shall not cause, or suffer any interference by him, to the property of any member of the corporation of which he is a member, or any other person holding an interest in the Property, except for the benefit of Lender, so long as Lender's interest in the Property is not impaired by reason of its withdrawal.

MEMBER'S INTEREST NOT AFFECTED. Lender's interest in the Property, whether by lease, sale, or otherwise, shall not be affected by reason of the withdrawal of any member or other person holding an interest in the Property.

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and payable, including any prepayment penalty which Grantor would be required to pay.

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 net 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 fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users 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 its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not 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 this 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 marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

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

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures 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 its remedies under this Mortgage.

Attorneys' 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 for attorneys' 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 become a part of the Indebtedness payable on demand 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 attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, 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 sums 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 addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure 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. For notice purposes, 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, constitute 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 charged 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 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. All obligations of Grantor under this Mortgage shall be joint and several, and all reference 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.

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.

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

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.

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, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute constituting consent to subsequent instances where such consent is required.

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

GRANTOR:

X

Terrence M. Ryan

Jill M. Ryan

04-06-1990
04-06-1990

2011 RELEASE
NO BLOWS

5228-8

This Mortgage prepared by:

DAVID J. PATTERSON

INDIVIDUAL ACKNOWLEDGMENT

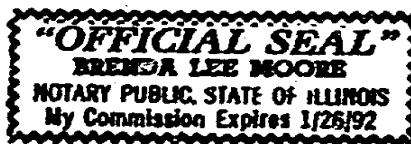
STATE OF Illinois)
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Terrence M. Ryan and Julia M. Ryan, husband and wife, 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, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of April, 1990.
By Brenda Lee Moore
Notary Public in and for the State of Illinois

Residing at 4523 W. Congress Place, Chicago, IL
My commission expires 1/26/92

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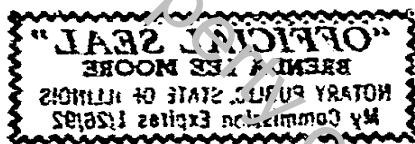
THE MID CITY NATIONAL BANK

ROB FOX

38876

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REC'D 23 NOV 1951

THE MID CITY NATIONAL BANK

BOX 452

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