

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 acccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

Lender. The word "Lender" means Interstate Bank of Oak Forest, its successors and assigns. The Lender is the mortgagee under this Mortgage.

under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding temporary overage, 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.

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 of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, 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.

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.

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

Grantor. The word "Grantor" means John E. Gaspari and Mary L. Gaspari. The Grantor is the mortgagor under this Mortgage.

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

and/or the maximum rate allowed by applicable law. Under no circumstances shall the interest rate be more than the lesser of 25.000% per annum or the maximum rate allowed by applicable law. The interest rate to be applied to the outstanding account balance shall be a rate 1.000 percentage points above the 10.000% per annum. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is for the Credit Agreement. The interest rate with all renewals, extensions, modifications, amendments, consolidations, and substitutions with a credit limit of \$30,000.00, together with all renewals, extensions, modifications, amendments, consolidations, and substitutions for the Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated May 18, 1990, between Lender and Grantor.

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.

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 Real Property.

The Real Property or its address is commonly known as 14813 Holman Avenue, Midlothian, IL 60445. The Real Property tax identification number is 28-11-408-084-0000.

West 1/3 of the North East 1/4 of the South East 1/4 of Section 11, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 6 in Grill's Subdivision, being a subdivision of part of the North 200 feet of the South 600 feet of the West 1/3 of the North East 1/4 of the South East 1/4 of Section 11, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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");

THIS MORTGAGE IS DATED MAY 18, 1990, between John E. Gaspari and Mary L. Gaspari, his wife, whose address is 14813 Holman Avenue, Midlothian, IL 60445 (referred to below as "Grantor"); and Interstate Bank of Oak Forest, whose address is 15533 South Cicero, Attn: Loan Department, Oak Forest, IL 60452 (referred to below as "Lender").

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

\$17.00

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RECORDATION REQUESTED BY 90 JUN 11 AM 11:11

COOK COUNTY, ILLINOIS

WHEN RECORDED MAIL TO: Interstate Bank of Oak Forest, 15533 South Cicero, Attn: Loan Department, Oak Forest, IL 60452

SEND TAX NOTICES TO: Interstate Bank of Oak Forest, 15533 South Cicero, Attn: Loan Department, Oak Forest, IL 60452

Interstate Bank of Oak Forest, 15533 South Cicero, Attn: Loan Department, Oak Forest, IL 60452

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Property. The word "Property" means collectively the Real Property and the Personal 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, excluded 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 the 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 the 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. Lender, in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property. Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve the value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in the Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-489 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 1001, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with the section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation of indemnity, shall survive the payment of the indebtedness and the satisfaction and recording of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or allow any shipping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant, or allow any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender. Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value. Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property. DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A sale or transfer means the conveyance of real property or any right, title or interest therein, whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, and contract, deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage. Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, taxes, taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all other taxes, taxes, taxes, special taxes, assessments, water charges and lower service charges levied against or on account of the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of

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MORTGAGE (Continued)

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Lender under this Mortgage, except for the lien of tax and assessments referred to below, and

Right To Contact. Grantor may withhold payment of any tax assessment, or claim in connection with a good faith dispute over the obligation to

pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen

(15) days after the lien arises or is filed, within fifteen (15) days after the lien arises or is filed, secure the discharge of the lien, or if

requested by Lender, deposit any costs and attorney's fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In

any contest, Grantor shall pay the costs of the contest proceedings. Grantor shall pay the costs of the contest proceedings.

name Lender as an additional obligee under any surety bond furnished by Lender, and shall pay the taxes or assessments against the

Evidence of Payment. Grantor shall upon demand furnish to Lender at any time a written statement of payment of the taxes and assessments against the

Property. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any

materials are supplied to the Property, if any materials are supplied to the Property, if any materials are supplied to the Property, if any

or materials are supplied to the Property, if any materials are supplied to the Property, if any materials are supplied to the Property, if any

that Grantor can and will pay the cost of such improvements. Grantor will upon request of Lender or other lien holder furnish to Lender

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a

replacement basis, and with a standard mortgage clause in favor of Lender. Grantor shall deliver to Lender at least fifteen (15) days prior written notice of repair or

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or

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Property of Cook County Clerk's Office

90272238

Property of Cook County

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On this day before me, the undersigned Notary Public, personally appeared John E. Gaspert and Mary L. Gaspert, his 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 use and purposes therein mentioned.

Given under my hand and official seal this 5th day of June 1992

By Walter Thomas Notary Public in and for the State of Ill
 My commission expires 6/9/92

STATE OF Ill COUNTY OF Cook

OFFICIAL SEAL
 WILLIAM PETTICO
 Notary Public, State of Illinois
 My Commission Expires 6/9/92

INDIVIDUAL ACKNOWLEDGMENT

This mortgage prepared by: First American Bank of Cook County
15533 S. Cicero
Oak Forest, IL 60452

GRANTOR John E. Gaspert x
Mary L. Gaspert x

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