Marquette National Bank 6316 S. Western Avenue Chicago, IL 60636

WHEN RECORDED MAIL TO:

Marquette National Bank 6316 S. Western Avenue Chicago, IL 60636 91053581

COOK COUNTY RECORDER

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## **MORTGAGE**

THIS MORTGAGE IS DATED SEPTEMBER 19, 1991, between Bruno J. Paul and Betty J. Paul, my wife, whose address is 3434 West 65th Street, Chicago, IL 60629 (referred to below as "Grantor"); and Marquette National Bank, whose address is 6316 S. Western Avenue, Chicago, IL 60636 (referred to below as "Lender").

GRANT OF MORTCACE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following driscribed real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way and appurientances; all water, water rights, watercourses and dich rights (including stock in utilities with dich or irrigation rights), and all other rights, registries, and profits relating to the real property, including without limitation at minerals, oil, gas, gesthermal and similar matters, located in Cook of unity, State of Illinois (the "Real Property"):

Lot 82 and the Viest 1/2 of Lot 83 in Block 6 of John F. eberhart's Subdivision in the Northwest 1/4 of Section 23, Township 33 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its aduress is commonly known as 3434 West 65th Street, Chicago, IL 60629. The Real Property tax identification number is 19-23-213-025.

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 Confusicial 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 U liferin Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Bruno J. Paul and Betty J. Paul. The Grantor is the mortgagor under this Mortgage.

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

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.

Note. The word "Note" means the promissory note or credit agreen en' dated September 19, 1991. In the original principal amount of \$6,100.00 from Grantor 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 or, in "Note is 11,500%. The Note is payable in 120 monthly payments of \$86.10.

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 Fropurty.

Real Property. The words "Real Property" mean the property, interests and rights described blook in the "Grant of Mortgage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalt'is, 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. 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 Like pounds 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 Plotter's shall be governed by the tollowing provisions:

Possession and Use. Until in default, Granter may remain in possession and control of and operate and manage if a leaf Property and collect the Rents.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nulsance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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, land contract for deed, leasehold interest with a term greater than three (3) years, ease-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 mythod 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-tive 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, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material turnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

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

Maintenance of Insurance. Grantor shall produce and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

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Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss it Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, 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 Montgage 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 of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in 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 torover defend the title to the Property against the lawful claims of all persons.

DEFAULT. Each of the following: at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indet te tness. Failure of Grantor to make any payment when due on the Indebtedness

Compliance Detauld. Failure of Grantor to comply with any other term, obligation, covenant, or condition contained in this Mortgage, the Nate, or in any other agreement between Grantor and Lender.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of Any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a norm business (if Grantor is a business). Except to the extent prohibited by federal law or flimous law, the death of Grantor is an individually also shall constitute an Event of Default under this Mortgage.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty or a manner satisfactory to Lender, and, in doing so, cure the Event of Default

Insecurity. Lender reasonably deems it all insecure

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter. Lender, at its option, may exercise any one or more of the following rights and remedies, you addition to any other rights or remedies provided by law.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay

UCC Remedies. With respect to all or any part of the Prisonal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree is reclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender niay 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 privided in this Mortgage or the Note or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor Lender's attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such for closure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage.

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.

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

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and Centrits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

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

GRANTOR:  X	X Betty J. Paul
This Mortgage prepared by: ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	MALOUSTIE HATERIAN DANK \$1553551

STATE OF	.)
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COUNTY OF STANK	1
described in and who executed the Mortgage, and acknow and purposes therein mentioned	ersonally appeared Bruno J. Paul and Betty J. Paul, to me known to be the individuals liedged that they signed the Mortgage as their free and voluntary act and deed, for the uses
Given under my hand and official seal this	day of the state o
By Addin Action	Residing at 100 18 11/11-1

My commission expires

INDIVIDUAL ACKNOWLEDGMENT

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Notary Public In and for the State of

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