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### RECORDATION REQUESTED BY:

Midwest Bank and Trust Company **501 West North Avenue** Melrose Park, IL 60160

WHEN RECORDED MAIL TO:

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Midwest Bank and Trust Company **501 West North Avenue** Meirose Park, IL. 60160

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  - COOK COUNTY RECURDER

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## CONSTRUCTION MORTGAGE

THIS MORTGAGE IS DATED SEPTEMBER 24, 1991, between Michael J. Sciafani and Vincent A. Sciafani, both single persons, whose addrars is 1216 Winston, Melrose Park, IL 60160 (referred to below as "Grantor"); and Midwest Bank and Trust Company, whose address is 501 West North Avenue, Melrose Park, IL 60160 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consider oon, Granter mortgages, warrants, and conveys to Lender all of Granter's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or attixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, stater 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, goothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

Lot 6 (Except the North 13.20 feet thereof) and Lot 7 (except the South 6.60 feet thereof) in Block 72 in Melrose, being a subdivision of Lots 3, 4 and 5 of the Superior Court Partition of the South 1/2 of Section 3 with all that part of Section 10 lying North of the Right of Way the Chicago and North Western Railroad Company in Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, illinois.

The Real Property or its address is commonly known as Vacant property on 16th street., Melrose Park, IL 60160. The Real Property tax identification number is 15-03-439-022 and 15-03-439 006.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage was not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor, The word "Grantor" means Michael J. Sciafani and Vincent A. Sciafani. The Grantor is the mori gage, under this Morigage,

Quaranter. The word "Guaranter" means and includes without limitation, each and all of the guaranters, survivis, and accommodation parties in connection with the Indebtedness.

improvements. The word "improvements" means and includes without limitation all existing and luture 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 Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lander to enforce obligations of Grantor under this Mortgage, together with intercet on such amounts as provided in this Morigage. The lien of this Morigage shall not exceed at any one time \$130,000.00.

Lender. The word "Lender" means Midwest Bank and Trust Company, its successors and assigns. The Lander is the mortgage under this Mortgage.

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

Note. The word "Note" means the promissory note or credit agreement dated September 24, 1991, in the original principal amount of \$130,000.00 from Grantor to Landor, together with all renowals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.000% per armum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 2.000 percentage point(a) over the index, resulting in an initial rate of 10.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. NOTICE TO GHANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Porsonal 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, by Grantor, and now or neresties attention or single or the respect, way of substitutions for, any of such property; and together with all proceeds (withding without tribtation 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, inversets and rights described above in the "Grant of Mortgage" section

Related Documents. The words "Related Documents" mean and include without limitation all promiseory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether, now or herselfer existing, executed in connection with Grantor's Indebtedness to Lender.

Rents. The word "Rents" means all present and future rents, revenues, Income; teques; reyalties, 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 INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE POLLOWING 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.

FOSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the tollowing 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 Propurty.

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

Hazardous Bubetanous. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mongage, shall have the arms meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 67/1, et seq. ("CERCLA"), the Superfund Amendments and Resuthorization Act of 1986, Pub. L. No. 89-498 ("SARA"), the Hazardous Maloria". Tr. reportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 48 U.S.C. Section 8901, at seq., or other applicative state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lander that: (a) Ching the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or thrusts ned 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 Lendor in wiffing, (i) any use, generation, manufacture, storrue, restment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property & (E) any actual or threatened Higation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and a kn) wiedged by Lander in writing. (i) neither Grantor nor any tenent, contractor, agent or other authorized user of the Property shall use, generally, impulsoture, store, treet, dispose of, or raisese any hazardous waste or substance on, under, or about the Property and (ii) any such activity size be conducted in compliance with all applicable federal, state, and local tawe, regulations and ordinances, including without limitation those I we, regulations, and ordinances described above. Grantor authorizes Lander 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 this section of the Mortgage. Any inspections or lests made by Lender shall be for Lender's purposes only and shall not be construid 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 diffence in investigating the frozent for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indomnity or contribution in the event Committee becomes liable for cleanup or other costs under any such laws, and (b) agrees to indomnity and hold harmless Lender against any and air of one, losses, liabilities, damages, penalties, and expenses which Lander may directly or indirectly sustain or suffer resulting from a breach of this section of the Mongage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownerable 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 Montgage, including the obligation to indemnity, shall survive the payment of the indebtedness and the satisfaction and recommendes 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 other interests.

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

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 arrangent inter attendants 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 recentable 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 Marigage.

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. Granior agrees neither to abandon nor leave unattended the Property. Granior 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.

CONSTRUCTION LOAM. This Mortgage constitutes a "construction mortgage" within the meaning of section 9-313 (1)(C) of the Illinois Uniform Commercial Code. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may recommend to the process of the state of the Note (or such earlier date as Lender may be appeared to the Note (or su reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender, at its option, may disburse loan proceeds under such terms and conditions as Lender may deem necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other decumentation as Lander may

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the eals or transfer, without the Lander's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale of 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 sele contract, tend contract, contract for 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

exercises by Lender if such exercise is prohibited by federal law or by Iffinole law.

TAXES AND LIENS. The lollowing provisions relating to the taxes and lions on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all 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 furnished to the Property. Grantor shall maintain the Property Iree 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.

Right To Contest. Granter 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, Granter shall within lifteen (15) days after the lien arises or, if a lien is filed, within lifteen (15) days after Granter has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' less or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Granter shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Granter shall name Lender as an additional oblighe under any surely bond furnished in the contest procedurings.

Evidence of Payment. Grantor shall upon domand furnish to Londer satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lander at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Granter shall notify Londer at least lifteen (15) days before any work is commenced, any services are jurnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Granter will upon request of Londer furnish to Lender advance assurances satisfactory to Lender that Granter can and will pay the cost of such improvements.

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 for the full insurable visus covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard muritiages 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.

Application of Proceeds. Grantor shall promptly notify Lendor of any loss or damage to the Property. Lendor may make proof of loss if Grantor fails to do so within lifteen (15) days of the casualty. Whether or not Lendor's security is impaired, Lendor may, at its election, apply the proceeds to the indebtedness, payment of any lieur proceeds to rectoration and repair of any lieur proceeds to rectoration and repair, Grantor shall repair ecceptace the damaged or destroyed improvements in a manner satisfactory to Lendor. Lendor shall, upon satisfactory proof of such expenditule, putly or reimburse Grantor from the proceeds for the reasonable cost of repair or rectoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lendor has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lendor under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lendor holds any proceeds after payment in full of the Indebtedness, such proceeds shall be gaid to Grantor.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the bor off of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, 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 Nois 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, (a) 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) are with 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 payrible at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remodes to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the resource from any remody 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, Granter warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Granter's title or the interest of Lender under this Mortgage, Granter shall defend the action at Granter's expense. Granter may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Granter will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condomined by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' less necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Granter shall promptly notify Lender in writing, and Granter shall promptly take such steps as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter will deliver or cause to

be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's tien on the Real Property. Grantor shall reimbures Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mongage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either. (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender should from time to time.

Security Interest. Upon recursity Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's country interest in the Rents and Personal Property. In addition to recording this Mortgage in the rest property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days and receipt of written demand from Lender.

Addresses. The malling addresses of Granto (del tor) and Lender (secured party), from which information concerning the security interest granted by the Morigage may be obtained (each concerning the Uniform Commercial Code), are as stated on the first page of this Morigage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The forming provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

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

Attermey-in-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints and the grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or destrable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if p smitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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

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

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for talks or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Detault. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and il Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Detault will have occurred) if Grantor, effer Lender cents written notice demanding ours of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breschee. Any warranty, representation or statement made or furnished to Lender by or on behalf of Granfor under this Mortgage, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

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 going business (if Grantor is a business). Except to the extent prohibited by federal law or tilinote law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Forestocure, etc. Commencement of forestocure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the forestocure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professod exercise of such powers shall be guaranteed under this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a parson other than Grantor, Lander, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtudriess by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedones.

Time is of the Essence. Time is of the ossence in the performance of this Mortgage,

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

Walvers 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 vitting 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 projudice 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 Lander and Grantor, at all impatitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lander is requised in this Mortgage, the granting of such consent by Lander in any instance shall not constitute continuing consent to subsequent instances where sigh consent is required.

each grantor acknowledges having read all the provisions of this mortgage, and each grantor agrees to its TERMU. GRANTOR: LW 454 BONKER TOUST 612 This Mortgage prepared by: Park 37 INDIVIDUAL ACKNOWLEDGIASIA MOFFICIAL SEAL! STATE OF Late M. Lough a dos, State of Hilaola COUNTY OF On this day before me, the undersigned Notary Public, personally appeared Michael J. Sciaran and Vincent ( ) It and Known to be the individuals described in and who executed the Morigage, and acknowledged that they signed the Morigage as their fee and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official Residing at Notary Public in and for the State of My commission expires LASER FRO (1m) Ver. 3.134 (c) 1991 CFI Banbers Service Group, Inc. All rights reserved. (IL-020 F3.13 P3.13 SCLAF.LH)

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(Continued)

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 or any Guarantor revokes any guaranty of the Indebtedness. 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 in a manner estisfactory to Lender, and, in doing so, ours the Event of Default.

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, in 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 Personal Property, Lender shall have all the rights and remedies of a secured party under the 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 part due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedrase. In furtherance of the 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 introvocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to ne other users to Lender 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 cub-payagraph either in person, by agent, or through a receiver.

Mortgages in Possession of all or engines of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Runa from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or scolver 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 disquality a person from serving as a receiver.

Judicial Forestoeurs. Lender may of late a cidicial decree forestoeing Granton's interest in all or any part of the Property.

Deficiency Judgment. If permitted by application 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. Lander shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by a birdle law, Grantor hereby walves any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free or sell all or any part of the Property together or separately, in one sele 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 Person of property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Mortgage shall not constitute a walver of or prejudice the party's rights otherwise to domand 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 the ection 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 expresse its remedies under this Mortgage.

Atterneys' Fees; Expenses. If Lander Institutes any suit or action to enforce any of the mortage, Lander shall be entitled to recover such sum as the court may adjudge reasonable at attorneys' fees at trial and on any (pipel). Whether or not any court action is involved, all reasonable expenses incurred by Lander that in Lander'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 psyable on demand and shall bear interest for it that date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits (inder applicable law, Lander's attorneys' less and legal expenses whether or not there is a lawsuit, including attorneys' less for bankruptcy prove dings (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 less, and title insurance, to the amount 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 rotice 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, constitutes the entire understanding and agreement of the parties se to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of not operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Not operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mertgage 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 Morigage 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 soverel, and all references 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. Where any one or more of the Grantors are corporations or partnerships, it is not necessary for Lender to inquire into the powers of any of the Grantors or of the officers.