91280216

JEFFREY M STARR

MORTGAGE

TRST STATE BANK OF ALSIP 11346 South Cicero Avenue Alsip, Illinois 60658-2891 (708) 371-8300 "Lander"

PHERESA :	M STARR	* 111'D	MT LT
9222 BOL	ITH KEDZ	IE AVE	1
EVERGREE	N PARK,	IL 6	0642
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708-425-2095

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JEFFREY M STARR THERESA M STARR, HIS WIFE 9222 SOUTH KEDZIE AVE EVERGREEN PARK, IL 60642		9222 SOUTH KED EVERGREEN PARK		E 60642			
Telephone Number 708-425-2095	708-636-3640	1					

708-636-3640

- 1. GRANT. Grantor hereby mortgages, grants, assigns and conveys Lender identified above, the real property described in Schedule Awhich is stached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, herediaments, and appartenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservior and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS, This Mo (gage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness. liabilities. obligations and covenants (cumulativity "Obligations") to Lender pursuant to:

(a) this Martgage and the following promissory notes and other agreements:

RATE CREDIT LEGT AGREEMENT DATE NUMBER	NUMBER
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- (b) all other present or future, written or ond, agreent me between Borrower or Grantor and Lender (whether executed for the same or different purposes than the preceding documents);
- c) all amendments, modifications, replacements or substitution: to any of the foregoing.
- PERSONAL 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for
- 4. PUTURBADVANCESANDEXPENSES. This Mortgage also secures the repayment of all advances that Lender may extend to Borrower or Grantor under the documents described in the preceding section or my other present or rul are written agreement. In addition, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or grantain, preserve, or dispose of the Property.
 - 5. CONSTRUCTION PURPOSES. If checked [...], this Mortgage secures an indefine finess for construction purposes.

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- 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, with his and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encomberaces and claims except for this Mortgage and those described in Schedule II which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other purty has used, give ated, released, discharged, stored, or disposed of any hazardous waste, toxic substance, or related material (cumulatively "Hazardous Materias", h connection with the Property or transported any Hazardous Materials to or from the Property. Grantorshall not commit or permit such actions to be obtained in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental au north including, but not limited to, (i) petroleum; (ii) ashestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated us a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Re o tree Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute;
 - Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and the actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract of other agreement which may be bir air on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Londer's rights or interest in the Property pursuant to this Mortgage.
- 7. TRANSPUROP PROPERTY. Orantor shall not assign, convey, lease, sell or transfer (cumulatively "Pransfer") any of the Property without Lender's prior written consent. Lender shall be entitled to withhold its consent to any such Transfer if Lender in good faith deems that the Transfer would Increase the risk of the non-payment or non-performance of any of the Obligations.
- 8. INQUIRIESYNDNOTIFICATION O'THRIPARTIES. Ormoor bereby authorizes. Lender to contact any third party and make any inquiry pertaining to Granton's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERPRESENCENTELLEASESANDOTHERACIONENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (e) assign or allow a lien, security interest or other encumbrance to be placed upon Lender's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (a) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- COLLECTIONOF INDESTITEDNESS ROMTHIRD ARTY, Lender shall be entitled to notify or require Crantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (camulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor passesses or receives passession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds. Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph possible to the collection of the interferom.

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- 11. USHANDMAINTENANCIOP PROPERTO, Granterand trake ill actions and make my require heard it maintain the Property in good condition...

 Omnor shall not commit or permit any waster observe mitted with respect to the Property Oppour shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alternations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alternations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 12. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 13. INSURANCE. The Property will be kept insured for its full value against all hazards including loss or damage caused by fire, collision, theft or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost as an advance of principal under the promissory note. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer.
- 14. ZONINGANDPRIVATEOVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's altorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.
- 16. LENDER'SRIGITTO CON MENCEOR DEPTINDLEGALACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistere, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION ender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall impressable provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all chains, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, sults and other legal proceedings (cumulatively "lisins") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal rounsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lenser shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost.
- 18. TAXESANDASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. These amounts shall be applied to the payment of taxes, assessments and interaction on the Property.
- 19. INSPECTIONOF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and record's permining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. Allof the signatures and information to takined in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's be, efficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Withinten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged, statement specifying (e) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature or such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
 - 21. DEPAULT: Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
 - (a) fails to pay any Obligation to Lender when due;
 - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Morigage or any other present or future, written or oral, agreement;
 - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
 - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 - (e) allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which, is alread;
 - (f) causes Lender to deem itself insecure in good faith for any reason.
- 22. RIGHTSOF LENDERON DEFAULT if there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to declare the Obligations immediately due and payable in full;
 - (b) to collect the outstanding Obligations with or without resorting to judicial process;
 - (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
 - (d) to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
 - (e) to collect all of the rents, issues, and profits from the Property from the date of default through the expiration of the last redemption period following the foreclosure of this Mortgage;
 - (f) to apply for and obtain, without notice and upon ex parte application, the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 - (g) to foreclose this Mortgage;
 - (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bend which might otherwise be required.

23. APPLICATIONOF PORRICLASSICIAN COURS. The Sherff but apply a processive of the Mortgage and the sale of the Property in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses, and costs of the sale or in connection with securing, preserving and maintaining the Property, socking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

24. WAIVEROP HOMESTEADANDOTHER EXAMPTIONS. Grantor hereby whives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. REIMBURSEMENOF AMOUNTNEXPENDENTY LENDIES Upon demand. Ornator shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Orantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

26. APPLICATIONOP PAYMINTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lander chooses.

27. POWIEROPATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

28. SUBROGATIONOF LENDER, Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

29. COLLECTIONXXSCS. If Lender bires an altorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's Atorneys' fees and collection costs.

30. PARTIAIRELEASE Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining partion of the Property.

3). MODIFICATIONNOWAIVER, the modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender have perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on the Accession shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, comprovises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, the Property.

32. SUCCESSORS AND ASSIGNS. This Mortg go shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, gor and representatives, logatees and devisees.

33. NOTICES. Any notice or other communication 1, be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the part es may designate in writing from time to time.

34. SBVBRABILITYII any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

35. APPLICABLILAW. This Mortgage shall be governed by the P. T. of the state indicated in Lender's address. Grantor consents to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Mortgage.

36. MISCIBLANBOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. Grantor waives any right to a Jury Grit. Grantor may have under applicable law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

37. ADDITIONAL TERMS/12 OF REAL ESTATE TAXES IN THE AMOUNT OF 450.00 PER MONTH TO BE ADDED TO PRINCIPAL AND INTEREST PAYMENTS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgran-

Dated APRIL 15, 1991 GRANIOR: JEFFREY M STARR GRANTOR: THERESA M START TTTLE. TTTLI:.... HUSBAND GRANTOR: GRANTOR: TTTLE 7777.13:--LENDER: EIRST STATE BANK OF ALSIP BY: TTTLE TTTLE

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CHRISTY that Juffelley M. Start 9 20 Clike	HECHRIPPY that
name \(\frac{1}{2}\)	personally known to me to be the same person
appeared before my this day in person and acknowledged that The Life signed, scaled and delivered the said instrument as Life signed.	appeared before me this day in person and acknowledged that
free and voluntary act, for the uses and purposes herein set forth.	free and voluntary act, for the uses and purposes herein set forth.
Given under my hand and official sept, this,	Given under my hand and official scal, thisday of
La Diget , 1991	
(allenando	Notary Public
Commission expires:	Commission expires:
"OFFICIAL SEAL" Valerie Edmonde	·
Nointy Public, State of Illinois	
My Commission Expires 2/13/95 SCHEEL	UI.EA_
The street address of the Property (if rapilitable) is:	
9222 SOUTH KEDITE AVE EVERGREEN PARK, IL 60642	
Or	
The permanent tax identification number of the Property is: 24-02-41	5-035 036
The legal description of the Property is:	
LOTS 11 AND 12 IN JACOBS RESUBILVISION	OF BLOCK 16 IN B. F. JACOBS
LOTS 11 AND 12 IN JACOBS RESUBITITION EVERGREEN PARK SUBDIVISION OF THE COUT 37 NORTH, RANGE 13, EAST OF THE TRIRD	H EAST QUARTER OF SECTION 2, TOWNSHIP PRINCIPAL MERIDIAN, IN COOK COUNTY IL
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Page 4 of A.