

UNOFFICIAL COPY

Know all Men by these Presents, that the ST. PAUL FEDERAL BANK FOR SAVINGS,

a corporation existing under the laws of the UNITED STATES OF AMERICA and the holder of a mortgage interest in the following described premises, situated in the County of COOK and State of Illinois, to wit:

LOT 20 (EXCEPT THE NORTH 10 FEET) AND THE NORTH 15 FEET OF LOT 19 IN BLOCK 10 IN MILLS AND SONS' 3RD ADDITION TO GREENFIELD'S A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THE NORTH 174 FEET AND THE SOUTH 191 FEET) IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN #12-36-319-015-0000.

13.00

73-05-6174
928656

for and in consideration of one dollar, and for other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby Remise, Convey, Release and Quit-Claim unto JOHN R O'BRIEN AND LOUISE M O'BRIEN, HIS WIFE

of the County of COOK and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in the above described premises, through or by a certain mortgage deed bearing date the 21st day of JUNE, A.D. 1971, and recorded or registered in the office of the Recorder of Deeds or Registrar of Titles of COOK County in the State of Illinois, in Volume of Records, on page as Document No. 21 521 789, and a certain Assignment of Rents bearing date the day of A.D. 19, and recorded or registered in the office of the Recorder of Deeds or Registrar of Titles of COOK County in the State of Illinois, in Volume of Records, on page as Document No.

IN TESTIMONY WHEREOF, ST. PAUL FEDERAL BANK FOR SAVINGS hath hereunto caused its corporate seal to be affixed, and this presents to be signed by its Assistant Vice President, and attested to by its Assistant Secretary, this 10th day of JUNE 19 91

ST. PAUL FEDERAL BANK FOR SAVINGS
By: *[Signature]* Assistant Vice President
Attest: *[Signature]* Assistant Secretary
JOSEPH R LIPTAK

91228274

STATE OF ILLINOIS COUNTY OF COOK SS. I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of the St. Paul Federal Bank For Savings and that they appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

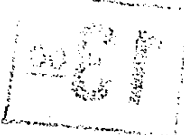
Given under my hand and notarial seal, this 10th day of JUNE A.D. 19 91.

This instrument was prepared by MICHAEL J. O'CONNOR ST. PAUL FEDERAL BANK FOR SAVINGS 6700 W. NORTH AVENUE CHICAGO, ILLINOIS 60635

[Signature]
Notary Public
"OFFICIAL SEAL"
HALINE B. KOBIALKO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 01/29/94

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

UNOFFICIAL COPY



COOK COUNTY, ILLINOIS
1991 JUN 18 PM 2:18

91292174

Property of Cook County Clerk's Office

Box 204

Release of Mortgage

BY CORPORATION

**THIS INSTRUMENT WAS PREPARED BY
ST. PAUL FEDERAL BANK FOR SAVINGS
6700 W. NORTH AVENUE
CHICAGO, ILLINOIS 60635**

Loan No. 011079088 REFI TO 011889802

Marta

Name LOUISE O'BRIEN

Address 1711 NORTH 77th AVE

ELMWOOD PARK, IL 60635

UNIT # 5

BOX 333 -- TH

The Property may be commonly referred to as 12027 Kathleen Court, Alsip, Illinois.

such property constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment, all landscaping, all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replacements and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagor does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagor further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

5. **INTEREST AND REPAYMENT OF THE OBLIGATIONS:** The Note accrues interest from the date of disbursement, on the unpaid principal balance at an annual rate equal to 1.75 percentage points above CONTINENTAL ILLINOIS NATIONAL BANK's Prime Rate until the Note matures or the obligation is accelerated. The Prime Rate is quoted by CONTINENTAL ILLINOIS NATIONAL BANK of Chicago, Illinois, as adjusted and announced from time to time. The Prime Rate, plus 1.75 percentage points, may also be referred to hereafter as the "Contract Rate".

The effective Contract Rate today is 10.25%, which is the sum of CONTINENTAL ILLINOIS NATIONAL BANK's Prime Rate (8.5%) plus 1.75 percentage points. CONTINENTAL ILLINOIS NATIONAL BANK's Prime Rate today is not necessarily the lowest rate at which CONTINENTAL ILLINOIS NATIONAL BANK lends funds to its customers or at which Bank lends its funds. The Prime Rate is only an index rate from which interest rates actually charged to customers may be measured. The use of the Prime Rate is for convenience only and does not constitute a commitment by Bank to lend money at a preferred rate of interest. The Prime Rate is a benchmark for pricing certain types of loans. Depending on the circumstances, such as the amount and term of the loan, the creditworthiness of the borrower or any guarantor, the presence and nature of collateral and other relationships between a borrower and Bank, loans may be priced at, above or below the Prime Rate. All adjustments to the Contract Rate will be made on each day that the Prime Rate changes. Any increase to the Prime Rate may be carried over to a subsequent adjustment date without resulting in a waiver or forfeiture of such adjustment, provided an adjustment to the Contract Rate is made within one year from the date of such increase. Any change in the Contract Rate will take the form of different payment amounts. The maximum Contract Rate for the Loan and Note shall be 21% per annum and the minimum Contract Rate shall be 10% per annum. After maturity or acceleration, the unpaid balance shall thereafter bear interest at the rate specified in the Note. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower. Unless otherwise required by applicable law, all fees and charges, accrued, assessed or collected shall be amortized and prepaid over the full term of the Loan for purposes of determining the Maximum Lawful Interest. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.

Accrued Interest is due and payable in legal U.S. currency in 4 monthly payments on the 24th day of each month, beginning June 24, 1991, or the day following if this day is a declared holiday or Bank non-business day. Unless paid prior to maturity, all unpaid principal, costs, expenses, advances, and accrued interest shall be due and payable on September 24, 1991, which is the date of maturity. These payment amounts are based upon timely payment of each installment and no change in the Contract Rate. If the Contract Rate changes, the remaining payments may be a different amount. In addition, these payments are estimated and may vary from time to time due to the adjustment of the Contract Rate.

6. **LIENS AND ENCUMBRANCES:** Mortgagor warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. Mortgagor agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagor may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.
7. **CONSTRUCTION LOAN:** This is a construction loan in that the Obligations secured by this Mortgage are incurred in whole or in part for the construction of an improvement of land. Mortgagor acknowledges and agrees that Bank is not intended for the benefit of the contractor, subcontractor or materialman and that such contractor, subcontractor or materialman do not have equitable liens on the loan proceeds and that they do not have third-party beneficiary status to any of the loan proceeds.
8. **ASSIGNMENT OF LEASES AND RENTS:** Mortgagor hereby assigns all present and future leases and rents and covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagor shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance by the tenants, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' fees and paralegal fees) shall accrue interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagor to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

In addition to the covenants and terms herein contained and not in limitation thereof, Mortgagor covenants that Mortgagor will not in any case cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases of the Property or accept prepayments of installments of rent to become due thereunder. The Obligations shall become due at the option of Bank if Mortgagor fails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by this Mortgage, any person succeeding to the interest of Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Mortgagor and Mortgagor shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

9. **EVENTS OF DEFAULT:** Mortgagor shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:
- Failure by any person obligated on the Obligations to make payment when due thereunder, or
 - A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
 - The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - Failure to obtain or maintain the insurance coverages required by Bank, or insurance as proper for the Collateral;
 - The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by

or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or

- F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any cosigner, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property or Collateral is impaired; or
- G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or
- H. A transfer of a substantial part of Mortgagor's money or property; or
- I. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".
10. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.
11. **DUE ON SALE OR ENCUMBRANCE.** Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell, of the property or any portion thereof, by Mortgagor, except as stated below. The following events shall not cause the Obligations to be immediately due and payable:
- the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;
 - the creation of a purchase money security interest for household appliances;
 - a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
 - the granting of a leasehold interest of three years or less not containing an option to purchase;
 - a transfer to a relative resulting from the death of Mortgagor;
 - a transfer where the spouse or children of Mortgagor becomes an owner of the Property;
 - a transfer resulting from a decree of dissolution of marriage, legal separation agreement or from an incidental property settlement agreement, by which the spouse of Mortgagor becomes an owner of the Property;
 - a transfer into an inter vivos trust in which Mortgagor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Property, assignment of beneficial interest or direction to execute; or
 - any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision on account of which a lender is prohibited from exercising a due-on-sale clause.

In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property, the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, charge or inchoate, any of which is superior to the lien created by this Mortgage. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid. Bank may impose conditions on such consent to transfer, sale or encumbrance, including, but not limited to, a fee therefore, an adjustment in the interest rate, a modification in any term of the Note or the payment plan, and an alteration in the prepayment privilege. Lapse of time or the acceptance of payments by Bank after any such transfer shall not be deemed a waiver or stoppage of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default.

12. **POSSESSION ON FORECLOSURE.** If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgagor in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
13. **PROPERTY OBLIGATIONS.** Mortgagor shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof to Bank of such payment(s).
14. **INSURANCE.** Mortgagor shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgage Clause" which shall name and endorse Bank as mortgagee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 10 days notice before the cancellation, termination or material change in coverage.

If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.

Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below entitled "BANK MAY PAY".

15. **WASTE.** Mortgagor shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

16. **CONDITION OF PROPERTY.** As to the Property, Mortgagor shall:

- 9 1 2 9 3 1 6 0
- keep all buildings occupied and keep all buildings, structures and improvements in good repair;
 - refrain from the commission or allowance of any acts of waste, removal, demolition, or impairment of the value of the Property or improvements thereon;
 - not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property;
 - not permit the Property to become subject to or contaminated by or with waste;
 - prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Borrower.

17. **SPECIAL INDEMNIFICATION.** Mortgagor agrees to protect, indemnify, defend and hold harmless Bank to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses (including, without limitation, reasonable attorneys' fees, cost and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred), of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagor; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and biota, and any private suits or court injunctions.18. **INSPECTION BY BANK.** Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.19. **PROTECTION OF BANK'S SECURITY.** If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including but not limited to foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property.20. **COLLECTION EXPENSES.** In the event of any action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred in connection therewith, including but not limiting the generality thereof, filing fees, stenographer fees, witness fees, costs of publication, costs of preparing abstracts of title, Torrens certificate, foreclosure minutes, title insurance policies, reasonable attorneys' fees, paralegal fees and costs. All such fees and expenses shall be added to the principal due under the Obligations and shall bear interest at the rate provided for by that obligation as of the date of the payment and such payments shall be part of the lien herein provided and shall be secured by that lien.21. **CONDEMNATION.** In the event all or any part of the Property (including but not limited to any easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

22. **OTHER PROCEEDINGS.** If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.23. **WAIVER BY MORTGAGOR.** To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:

- homestead;
- exemptions as to the Property;
- appraisalment;
- marshalling of liens and assets; and
- statutes of limitations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

24. **PARTIAL FORECLOSURE.** In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.

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25. BANK MAY PAY. If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:
- A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
 - B. pay, when due, installments of any real estate tax imposed on the property or
 - C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

26. GENERAL PROVISIONS

- A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law of equity.
- C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal law and regulations.
- E. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank.
- F. SUCCESSORS. This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of either gender shall be applicable to both genders.
- H. DEFINITIONS. The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Mortgage.
- I. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.
- J. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.

5/23/91 SEE RIDER ATTACHED TO BACK & MADE A PART OF MORTGAGE DTD. 5/23/91.

27. ACKNOWLEDGEMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

MORTGAGOR:

WORTH BANK AND TRUST TRUSTEE UNDER TRUST #4683 DATED MAY 22, 1991, AND NOT PERSONALLY

Attest:

[Signature]
Trust Officer

By:

WORTH BANK AND TRUST
As Trustee V.P. & Trust Officer

5/23/91 SEE RIDER ATTACHED HERETO AND MADE A PART OF MORTGAGE DATED 5/23/91.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public, in the State aforesaid, DO HEREBY CERTIFY, that Richard T. Fopps, V.P. & Trust Officer of the Worth Bank and Trust and Kirk E. Rascher, Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. & T.O. and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer, then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23rd day of May A.D. 1991

[Signature]
NOTARY PUBLIC

EMMA B. BARKER
MANNING WALSH
NOTARY PUBLIC, STATE OF ILLINOIS
LICENSE NO. 121871, EXPIRES OCT. 12, 1994

91292260

UNOFFICIAL COPY

5/23/91 RIDER ATTACHED HERETO & MADE A PART OF MORTGAGE DTD. 5/23/91.

This Mortgage is executed by the Worth Bank and Trust not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Worth Bank and Trust hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said mortgagor or on said Worth Bank and Trust personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by said mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the mortgagor and its successor and said Worth Bank and Trust personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

91292160

Recorder of Cook County Clerk's Office

UNOFFICIAL COPY

THIS IS THE LAST PAGE OF A 5 PAGE DOCUMENT NOTHING FOLLOWS

Please return this document after recording to WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

This document was prepared by WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60482.

NOTARY PUBLIC

On this day of ... I, a notary public, certify that WORTH BANK AND TRUST, as Trustee, for WORTH BANK AND TRUST TRUSTEE UNDER TRUST #4683 DATED MAY 22, 1991, AND NOT PERSONALLY, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth. My commission expires:

STATE OF ILLINOIS
COUNTY OF COOK

ss:

Property of Cook County Clerk's Office

26. GENERAL PROVISIONS.
A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and preapproved by FORUM AND V.

25. BANK MAY PAY. If Mortgagor fails to pay when due any of the items it is obligated to pay or perform when obligated to perform, Bank may, at its option:
A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
B. pay, when due, installments of any real estate tax imposed on the property; or
C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.
Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.
Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

UNOFFICIAL COPY

09126215

Property of Cook County Clerk's Office

5/23/91 RIDER ATTACHED HERETO & MADE A PART OF MORTGAGE DTD. 5/23/91.

This Mortgage is executed by the North Bank and Trust not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said North Bank and Trust hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said mortgagee or on said North Bank and Trust personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by said mortgagee and by every person now or hereafter claiming any right or security hereunder, and that as far as the mortgagee and its successors and said North Bank and Trust are personally and jointly concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.