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### **RECORDATION REQUESTED BY:**

Part Chicago Bank of Mount Prospect 111 Bast Busse Avenue Mount Prospect, IL 60056

Prepared by: C. Lydon WHEN RECORDED WAIL TO:

First Chicago Bank of Mount Prospect 111 East Busse Avenue Mount Prospect, IL 60056

### SEND TAX NOTICES TO:

First Chicago Bank of Mount Prospect 111 East Busse Avenue Mount Prospect, <u>V.</u> 60056 DEPT-01 RECORDING \$17.29
103333 TRAN 5785 07/19/91 14:26:00
44514 C = 91-361911
COOK COUNTY RECORDER

91361911

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### MORTGAGE

THIS MORTGAGE IS DATED JULY 17, 1991, between Steven J. Hampton and Lee C. Hampton, his wife, whose address is 1525 N. Patton Ave., Arlington Hts., IL. 60004 (referred to below as "Grantor"); and First Chicago Bank of Mount Prospect, whose address is 111 East Busse Avenue, Mount Prospect, IL. 60056 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, logister with all existing or subsequently erected or affixed buildings, improvements and fixtures; all essements, rights of way, and appurtenances; all water, wa'm rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits rolating to the last property, including without limitation all minerals, oil, gas, genthermal and similar matters, located in Cook County, State of Illinois (it a "Real Property");

LOT 452 IN HASBROOK SUBDIVISION UNIT NO. 5, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1960 AS DOCUMENT 17778451 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1525 N Patton Ave., Arlington Hts., IL 60004. The Real Property lax identification number is 03-19-112-021.

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

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

Grantor. The word "Grantor" means Steven J. Hampton and Lee C. Hampton, file wille. The Grantor is the mortgage: under this Mortgage.

Guarantor. The word "Quarantor" means and includes without limitation, each and all of the guarantors, weekly, and accommodation parties into connection with the Indubtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, Jacillies, additions and other construction on the Real Property.

Indebtedness. The word "Indebtodness" means all principal and interest payable under the Note and any amounts expanded or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Chiqago Bank of Mount Prospect, its successors and assigns. The Lender is the mortgages under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation 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 July 17, 1991, in the original principal amount of \$37,000,00 from Granter to Lender, together with all runewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 19,750%. The Note is payable in 50 monthly payments of \$801.18.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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

Related Documents. The words "Rolated 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 hereafter existing, executed in connection with Grantor's Indebtedness to Lender.

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Renta. The word "Rents" means all present and future rents, revenues, income, issues, royaliles, 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 FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lander all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

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

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "release," and "threatened release," as used in this Mortgage, shall never the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et sug. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("BARA"), the Hazardius Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, at seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender the (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal revises or threatened release of any hazardous waste or substance by any person on, under, or about the Property. (b) Grantor has no knowledge on or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manifacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (e) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shull are, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local taws, regulations and ordinances, including without highlation those laws, regulations, and ordinances described above. Granter sutherizes Lender and its agents to enter upon the Property to make such asspections and tests as Lander may does appropriate to determine compliance of the Property with this section of the Mortgage. Any filespectane or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the pulsof Lendor to Grantor or to any other purson. The representations and warranties contained herein are based on Granter's due diligence in invisigating the Property for hazardous waste. Granter hereby (a) releases and waives any future claims against Lender for indensity or contribution in the cont Grantor becomes liable for cleanup or other costs under any such laws. and (b) agrees to indemnify and hold harmless Lender against any and all claims, leases, liabilities, damages, penalties, and expenses which Lander may directly or indirectly sustain or suffer resulting from a presch of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, rulease or threatened interest occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Granter. It provisions of this section of the Mortgage, including the obligation to indemnity, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Londer's acquisition of any interest in the Property, whether by foreclass to or otherwise.

Nulsance, Waste. Grantor shall not dause, conduct or permit any nulsance not commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not comove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not donrollsh or remove any Improvements from the Phal Property without the prior written consent of Landor. As a condition to the removal of any Improvements, Landor may require Grantor to make a rangements satisfactory to Landor to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Londor and its agents and representatives may enter upon the Real Property at all reasonable times to altend to Lender's interests and to inspect the Property for purposes of Granter's compliance with the terms and conductors of this Mortgage.

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

Duty to Protect. Grantor agrees nother to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Merigage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, little or interest therein; whether logal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land 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-tive percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender II such exercise is prohibited by federal law or by Illinois law.

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

Payment. Grantor shall pay whon due (and in all events prior to delinquency) all taxes, appoint 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 free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Granter may withhold payment of any tax, assessment, or claim in connection with a good failth dispute over the obligation to pay, so long as Lander's interest in the Property is not jeopardized. If a lien arises or is filled as a result of nonpayment, Granter shall within litteen (15) days after the lien arises or, if a tien is filled, within litteen (15) days after Granter has notice of the filling, 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 attenuys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In

any contest. Chanter shall defend itself and Lunder and shall satisfy any adverse judgment before enforcement against the Property. Granter shall name Lander as an additional obligee under any surely bond furnished in the contest proceedings.

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

Notice of Construction. Grantor shall notify Lender at least filteen (15) days before any work is commenced, any services are furnished, 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. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the gost 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 produre and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering sit improvements on the Real Property in an amount sufficient to avoid application of any collegues, and with a standard mortgages 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 Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor falls to do so within fillion (15) days of the casualty. Whother or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indiabledness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to that allow and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lander shall, upon a latestory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the legatr or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and one remainder, if any, shall be applied to the principal balance of the Indebtodness. If Lender holds any proceeds after payment in full of the Indebtodness, such proceeds shall be paid to Grantor.

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

TAX AND INSURANCE RESERVES. Grantor agrove to reliablish a reserve account to be sufficient by Lender and shall pay monthly into the trever account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become definquer. Grantor shall further pay a monthly pro-rate shall of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that) if this Mortgons is executed in connection with the granting of a mortgage on a single-lamity ewiner-cocupied residential property. Grantor, in lieu of establishing such reserve account, may piedge an interest-bearing secount with the description of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or piedge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any from before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other makes for such purposes, and Lender shall not incur any liability for anything it may do or amit to do with respect to the reserve account. All amounts in the reserve account are hereby piedged to further secure indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or it 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 deums appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lander to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable in demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of those amounts. The rights provided for in this paragraph shall be in add for it any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as the lefault so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Morit age.

Title. Granter warrants that: (a) Granter 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, Londer in connection with this Mortgage, and (b) Granter has the full right, power, and authority to execute and deliver this Mortgage to Lander.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the tawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be shilled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choics, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to permit such participation.

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

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

Application of Nat Proceeds. If all or any part of the Property is condemned by sminent 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' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filled, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor 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 Grantor 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, less

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#### and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Londor, 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 flori on the Real Property. Granter shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all texes, less, documentary stamps, and other charges for recording or registoring 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 Granton.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, 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 surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT: FINANCING STATEMENTS. 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 Londor and have all of the rights of a secured party under the Uniform Commercial Code as amended from time.

Security Interest. Upon for land by Lander, Granter shall execute financing statements and take whatever other action is requested by Lander to perfect and continue Lengu's successly interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a linancing statumers. Grantor shall reimburse Lander 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 Lander and make it available to Lander within three (3) described of written domand from Lander.

Addresses. The mailing addresses of Cranics (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgago may be obtained (ee.n as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

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

Further Assurances. At any time, and from time to ima, 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 Lender, and when requested by Lender, cause to be filled, recorded, refilled, or rerecorded, as the case may be, at such times and in such liftices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, linancing strioments, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lander, but necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortg go and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior lions on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor falls to do any of the things ratered to in the processing paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appliants, Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be nocessary or desirable, in Lander'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 at 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. Granter will pay, it permitted by applicable law, any reasonable termination fee as determined by Londer from time to time.

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

Default on Indebtedness. Failure of Granjor 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 taxes or insurance, or any other payment necessary to prevent filling of or to offect discharge of any lien.

Compliance Default. 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 if 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 Default will have occurred) If Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates stops sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaghes. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor 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 lederal law or Illinois law, the death of Grantor (il Grantor is an individual) also shall constitute an Event of Delault under this Mortgage.

Foreglosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other mathod, 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 foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes receives or a surety bond for the claim satisfactory to Londor.

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 Lander, whether existing now or later.

Events Affecting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the indebtedriess or such Guaranter dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the

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obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

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

Accelerate Indebtedness. Londer shall have the right at its option without notice to Grantor to decisio the onlike 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, Lendor 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 Granter, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the not proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this 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 Granter irrevocably designates Lender and Granter's atterney-in-fact to endorse instruments received in payment thereof in the name of Granter and negotiate the same 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 subparagraph either in person, by agent, or through a receiver.

Mortgages in Poussation. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any out of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the *Figure from* the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond if permitted by faw. Lander's right to the appointment of a receiver shall exist whether or not the apparent falue of the Property exceeds the indebtedness by a substantial amount. Employment by Lander shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Granter's interest in all or any part of the Proporty.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any delictency remaining in the Indebtedness due to Lender after application of all amounts ruce in alrem the exercise of the rights provided in this section.

Other Remedies. Lender 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 applicable law, Grantor hereby waives any and all rights to have the property marshalled. In exercising its rights and remedies, Londor shall be troit to sell all or any part of the Property together or separately, in one sale or by separate sales. Lander shall be entitled to bid at any public sale on it 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 Personal 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 waiver by any party of a bronch of provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lander to pursue any remedy shall not exclude pursuit of any other remaidy, and an election to make expendition of child action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lander's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lander Institutes any suit or action to anlorce any of the terms of this Mortgage, Lander shall be entitled to recover such sum as the court may adjudge reasonable an attorneys' less at that and on any appeal. 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 indebtedmess payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses govered by this paragraph include, without limitation, however subject to any "mits under applicable law, Lander's afterneys' less and legal expenses whether or not there is a lawsuit, including atterneys' less for bankruptcy proceedings (including offerts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection servicer, the cost of searching records, obtaining title reports (including foreclesure reports), surveyors' reports, and appraisal fees, and little insurance. The extent permitted by applicable law. Granter 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 lorice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, it mailed, shall be deemed energies 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 helder of any lien which has priority over this Mortgage shall or so it to be 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 as 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.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

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 Mortgage with any other interest or estate in the Property at any tine held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Farties. All obligations of Grantor under this Morigage shall be joint and several, 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 Morigage.

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 and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Suggessors 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 purson other than Grantor.

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Lander, without notice to Grantor, may deal with Grantor's successors with reference to this Morigage and the indebtedness by way of torbearance or extension without releasing Grantor from the obligations of this Mongage or liability under the indebtedness.

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

Walver of Homestead Exemption. Grantor hereby releases and welves all rights and benefits of the homestead exemption laws of the State of illinois as to all indebtedness secured by this Morigage.

Walvers and Consents. Lender shall not be deemed to have welved any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing 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 prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lander, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Morigage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR This Mortgage prepared by: Carolyn Lydon ACKNOWLEDGMENT [[LLINOIS COUNTY OF COOK On this day before me, the undersigned Notary Public, personally appeared Stevel, J. Hampton; and Lee C. Hampton, his wife, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they skined the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned. day of JULY 746. Given under my hand and official seal this 10 OFFICENL SEAL" Crintyn Lydon MT. PROSPE Mg Commission Expires 4/19/94 Notary Public in and for the State of My commission expires

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