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11. USE AND MAINTENANCE OF PROPERTY. Grantor shall make all actions and make any repairs required to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, 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 cause 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. ZONING AND PRIVATE COVENANTS. 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 attorneys' 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'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. 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, mistake, 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. Lender 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 immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost.

18. TAXES AND ASSESSMENTS. 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 insurance as required on the Property.

19. INSPECTION OF 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 records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial 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 times, 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. Within ten (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 (a) 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 of 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. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower, or any guarantor of any Obligation:

- fails to pay any Obligation to Lender when due;
- fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;
- allows the Property to be damaged, destroyed, lost or stolen in any material respect;
- seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
- allow the Property to be used by anyone to transport or store goods the possession, transportation, or use of which is illegal;
- causes Lender to deem itself insecure in good faith for any reason.

22. RIGHTS OF LENDER ON 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):

- to declare the Obligations immediately due and payable in full;
- to collect the outstanding Obligations with or without resorting to judicial process;
- 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;
- to take immediate possession, management and control of the Property without seeking the appointment of a receiver;
- 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;
- 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;
- to foreclose this Mortgage;
- 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
- 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 bond which might otherwise be required.

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General knowledge questions that characterizes need, underestimates, and agrees to the norms and conditions of life in Hong Kong.

27. POWER OF ATTORNEY. Grantor hereby populates lender as his attorney-in-fact to endorse Grantor's name on all instruments and other documents of record in the name of the attorney-in-fact under this Mortgage.

28. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous loan, security interest or number of records.

29. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or according any right of remedy under this Agreement, Grantor agrees to pay, to Lender's attorney fees and collection costs.

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

31. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be constituted in writing signed by Lender. A written or oral modification shall not constitute a waiver of all or any rights of Lender or Grantor under this Mortgage.

32. AFFILIATION AND RECORDING. The grantee of any of Lender's rights under this Mortgage, including any party of any of its rights, shall be recorded by Lender as an attorney-in-fact to record the instrument of record.

33. NOTICES. Any notice or other communication to Lender, personal representatives, heirs and devisees, successors, assigns, trustees, receivers, and debtors shall be binding upon and include to the benefit of Grantor and Lender respectively.

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

35. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state indicated in Lender's address in the Laws of the state indicated in Lender's address, unless otherwise specified in the certificate of any legal proceeding under this Mortgage.

36. MISCELLANEOUS. Grantor and Lender shall agree that any right to sue in any forum located in the state indicated in the certificate of any legal proceeding under this Mortgage shall include all causes of action, including those relating to the grantee's title, arising from or related to the terms and conditions of those documents.

37. ADDITIONAL TERMS. Notwithstanding anything contained herein to the contrary, the amount of the principal of the Mortgage, the amount of interest, fees and legal expenses, in connection with the exercise of its rights of remedy described in this Mortgage and then to the payment of the remaining Obligations, fees and legal expenses, in connection with the exercise of its rights of remedy described in this Mortgage, shall not exceed 200 percent of the contract price, less amounts paid under this Paragraph 2(a) of this Paragraph 2.

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THIS INFORMATION IS FOR INTERNAL USE ONLY AND IS NOT TO BE DISCLOSED EXCEPT AS PROVIDED FOR IN THE AGREEMENT.

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standard time parameters from

91399063

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DEPT-01 RECORDINGS 15 29
TIBBBS TURN 1981 08/07/91 TO 11:00
#1979 # - X - 91-399063
COPK COUNTY RECORDER

Lot eight (8) (except the portion 10 feet thereof) and Lot nine (9) in Section eighteen (18) in the second subdivision located between South Main Street and Section Line Road, in the townships of North and South Main Street, in Cook County, Illinois.

6909 XI. *Macmillan*

The specific addresses of the sites are as follows:

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SCHEDULE A

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/24/96

ANTONIA SMYRNTOIS

Commission expires
"OFFICIAL SEAL"

Given under my hand and affixed seal, this
day of January 1996

CERTIFY THAT	
I, H. J. HARRIS, a Notary Public in and for said County, in the State aforesaid, Do hereby	
swear that the foregoing instrument was signed, sealed and delivered by the said instrument as	
and voluntary act, for the uses and purposes herein set forth.	

State of ILLINOIS County of COOK
Name of HENRY S. SMITH Age 41
Sex M Marital Status S