

## UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

NBD BANK WOODRIDGE  
7501 South Lemont Road  
Woodridge, IL 60517

## WHEN RECORDED MAIL TO:

NBD BANK WOODRIDGE  
7501 South Lemont Road  
Woodridge, IL 60517

## SEND TAX NOTICES TO:

NBD BANK WOODRIDGE E  
7501 South Lemont Road  
Woodridge, IL 60517

REC'D & RECORDED \$10.00  
18999 TRAN 1079 05/08/92 10 10 AM  
87476 7 18 14 19 21 44 0 0 0 0 0 0 0 0  
TODAY COUNT 1 RECORDED

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED MAY 28, 1992, between ROBERT L MULLINS and TAMARA MORSE MULLINS, whose address is 330 S LEITCH AVE, LAGRANGE, IL 60525 (referred to below as "Grantor"); and NBD BANK WOODRIDGE, whose address is 7501 South Lemont Road, Woodridge, IL 60517 (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, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties and profits relating to the real property, including without limitation all minerals, oil, gas, quathedral and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 188 IN ELMORE'S LEITCHWORTH, BEING A SUBDIVISION IN SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 330 S LEITCH AVE, LAGRANGE, IL 60525. The Real Property tax identification number is 18 05 417 020 000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases 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. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated May 28, 1992, between Lender and Grantor with a credit limit of \$100,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.300% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.500 percentage points above the index for balances of \$49,999.00 and under and at a rate 0.500 percentage points above the index for balances of \$50,000.00 and above, subject however to the following maximum rate. Under no circumstances shall an interest rate be more than the lesser of 18.000% per annum or the maximum rate allowed by applicable law.

**Grantor.** The word "Grantor" means ROBERT L MULLINS and TAMARA MORSE MULLINS. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

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

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended 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. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

**Lender.** The word "Lender" means NBD BANK WOODRIDGE, its successors and assigns. The Lender is the mortgagee 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.

**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.

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

**Related Documents.** The words "Related Documents" mean and include, without limitation, all promissory notes, credit agreements, loan agreements, guarantees, 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.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, 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 INDEBTEDNESS 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 Lender 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 habitable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as

The first scenario would mean that the new rules would go into effect on Jan. 1, 2013, giving companies time to make changes. The second scenario would mean that the rules would go into effect on Jan. 1, 2014, giving companies more time to make changes.

**WARRANTY; DEFENSE OF TITLE** The Seller warrants that the property is free from all liens, encumbrances, and other claims or charges of every kind, except as set forth in this Agreement.

Mortgages of any type held under the provisions of this Mortgagor's Agreement or at any time during the term of such Property.

**Measuring outcomes of measurement.** Gravitor shall procure and maintain policies of life insurance with standard benefits in a replicable basis for the full measure covering all improvements on the Real Property in addition to avoid application of any consequential damages or penalties resulting from any violation of the terms and conditions of the policy.

**PROPERTY DAMAGE INSURANCE**. The following provisions relating to insuring the Property are a part of this Insurance.

**Message of Compensation.** Granitor shall notify Landlord at least fifteen (15) days before any work is commenced, any services are furnished or materials are supplied to the Property, if any mechanics' lien, materialmen's lien, or other lien could be placed on account of any materials, labor, or services furnished by Granitor to Landlord during its leasehold interest to Landlord, and will pay the cost of such improvements.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of, a copy of the laws of associations and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against property.

PAYMENT. Grammar shall pay when due (and in all events prior to default) all taxes, patrol taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the property, and shall pay when due all claims for work done or for services rendered or material furnished to the property. Grammar shall remain liable for the payment of taxes and assessments notwithstanding the transfer of title to the property.

**TAXES AND LENS.** The following provisions relating to the taxes and lens on the Property are a part of this Mortgage

whether they outright fail, need, instead, to determine whether or not the parties have breached the contract. In other words, the parties must determine whether the non-breaching party can sue for damages.

SOLICITATION OF OFFERS - CONSENT BY LEENDER. Leender may, at his option, accept or reject any offer made by any person or persons, and if he accepts any such offer, he shall be bound by the terms and conditions of such offer.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts  
necessary or a surely bond, reasonably calculated to render to Lender to protect Lender's interest.

Leander's Right to Turn. Leander and his agents and representatives may enter upon the Real Property at all reasonable times to inspect the premises and to do all acts necessary to protect the interest of Gramercy Company with due care and diligence.

number, increase), (including oil sand and gas), soil, gravel or rock products without the prior written consent of Landlord.

**Nullishes, Waits.** Grantor shall not cause, conduct or permit any nuisance nor commit permit any trespassing or waste upon the Property without written consent of Grantee. Grantee will not interfere with the quiet enjoyment of the Property by Grantor or his heirs, executors, administrators, successors and assigns. The grantee may enter upon the Property at all reasonable times and for all reasonable purposes, and shall not be liable to Grantor or his heirs, executors, administrators, successors and assigns for any damage or expense resulting from such entry, provided, however, that such entries shall not interfere with the quiet enjoyment of the Property, whether by force or otherwise.

amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-490 (SARATA), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Granite enterprises

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

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions 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 entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

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

**Proceedings.** If any proceeding in condemnation is filed, 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, fees and charges are a part of this Mortgage.

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor 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 taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

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

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this 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 surety 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 the Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

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

**Addressees.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each 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 Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may, from time appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve: (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents; and (b) the Lien and security interests created by this Mortgage as first and prior liens 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 fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition; (b) Grantor does not meet the repayment terms of the credit line account; (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

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

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net 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 Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to 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.

**Mortgaged in Possession.** Lender shall have the right to be placed as mortgagor in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property proceeding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagor in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify

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WOODRIDGE, ILLINOIS 60517  
7501 LEMONT ROAD

НБД БАНК МОСКОВСКИЙ

This Mortgage prepared by:

WITNESSES AND CONNEC<sup>T</sup>ORS. Lender shall not be deemed to have waived any rights under this Mortgage to demand delivery of the Deeds of Document(s) unless such rights are 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 any other right held by Lender under this Mortgage. Any provision of this Mortgage purporting to waive any right held by Lender under this Mortgage shall be void.

TERMS. EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

**Disputes or Remedies.** Lender may obtain a judicial decree concerning Grantor's interest in all or any part of the Property if a person from serving as a receiver  
Debtors may judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to  
Lender after application of all amounts received from the exercise of the rights provided in this section  
Debtors may judgment. Lender may obtain a decree ordering Grantor to pay all or any part of the Property  
Other Remedies. Lender shall have all other rights and remedies provided in this Agreement or the Credit Agreement or  
Base of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshaled. In  
Debtors of the Property. Lender shall be entitled to bid at any public sale on all or any portion of the Property  
Notes of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Property which  
Writs of Sale. Lender shall file the time or date of the sale of the Property  
Remedies. A waiver by any party of a breach of a provision of this Agreement shall not constitute a waiver of or prejudice  
Party's rights otherwise than by written notice to provide to the party giving such notice with a copy to the other party  
After failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage  
Parties. This Agreement shall contain a provision of any other remedy, and an election to take action to prevent or cure a violation of this Agreement  
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Waiver; Effect. Any provision of this Agreement purporting to waive any provision of this Agreement shall be ineffective  
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(Continued)

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05-28-1882

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Property of Cook County Clerk's Office

INDIVIDUAL ACKNOWLEDGMENT		STATE OF <i>ILLINOIS</i>	COUNTY OF <i>DuPage</i>
OFFICIAL STAMP		NOTARY PUBLIC, STATE OF ILLINOIS CHICAGO, IL, USA My Commission Expires Aug. 7, 1994	NOTARY PUBLIC IN AND FOR THE STATE OF <i>ILLINOIS</i> My Commission Expires Aug. 7, 1994
		(ss)	By <i>DRB</i>
ON THIS day before me, the undersigned Notary Public, personally appeared ROBERT L. MULLINS and TAMARA MORSE MULLINS, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their true and voluntary act and good, for the uses and purposes herein mentioned.			
Given under my hand and affixed hereto this 28th day of May, 1993.			

MORTGAGE  
(Continued)

Loan No 2500123530  
06-28-1992