

RECORDATION REQUESTED BY:

OAK BROOK BANK
1400 WEST 16TH STREET
OAK BROOK, IL 60521

WHEN RECORDED MAIL TO:

OAK BROOK BANK
1400 WEST 16TH STREET
OAK BROOK, IL 60521

92461152

SEND TAX NOTICES TO:

OAK BROOK BANK
1400 WEST 16TH STREET
OAK BROOK, IL 60521

- DEPT-01 RECORDING \$29.00
- T#2222 TRAN 7480 06/25/92 10:58:00
- #7465 # B *-92-461152
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 17, 1992, between Karl A. Matuszewski and Joanne G. Matuszewski, formerly known as Joanne G. Hickey, whose address is 151 N. Park Road, LaGrange, IL 60525 (referred to below as "Grantor"); and OAK BROOK BANK, whose address is 1400 WEST 16TH STREET, OAK BROOK, IL 60521 (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 utilties with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT 16 IN WEST END ADDITION TO LA GRANGE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN CENTER LINE OF OGDEN AVENUE AND THE NORTHERLY LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 151 N. Park Road, LaGrange, IL 60525. The Real Property tax identification number is 18-05-207-002.

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.

Grantor. The word "Grantor" means Karl A. Matuszewski and Joanne G. Matuszewski. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, both 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 Note 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.

Lender. The word "Lender" means OAK BROOK BANK, 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.

Note. The word "Note" means the promissory note or credit agreement dated June 17, 1992, in the original principal amount of \$96,800.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refencings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 6.500% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate equal to the Index, subject however to the following maximum rate, resulting in an initial rate of 6.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than (except for any higher default rate shown below) the lesser of 6.900% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is June 17, 1999. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

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 additons 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 "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, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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 tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "posal," "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 amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C.

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Lenders & Investors - We do respect the Property for purposes of Grants or Commodity with the terms and conditions of this Message.
Grants shall Promote Commodity with Lenders, Creditors, and Creditors, now or hereafter in
order of all Government and other Authorities applicable to the use of occupancy of the Property.
Nothing prior to doing so and so long as, in Lenders sole opinion, Lenders Interests in the Property are not yet separated, Lenders may render in
Garnish to said Authorities in a summary or regular manner, compensation during any proceedings including proceedings to do with any such law,
nothing prior to doing so and so long as Grants or Commodity with the terms and conditions of this Message.
Garnish, or all Government and other Authorities applicable to the use of occupancy of the Property, Creditors may render in
Garnish prior to doing so and so long as Grants or Commodity with the terms and conditions of this Message.

Such packages may be with recommendations of best quality value.

properly, measures (including oil and gas), soil, gravel or rock products, without the prior written consent of Lender.

intended by law, shall entitle the holder or his heirs to the possession of the land, and no claim or action for recovery of the same, or for any other purpose, shall be allowed against the holder or his heirs.

and (a) agrees to indemnify and hold harmless Lender against any and all claims, losses, damages, and expenses which

Property with this section of title reserved by the seller for his/her heirs or descendants in the event of his/her death.

Under the circumstances, it would be reasonable to assume that the Plaintiff's claim for damages is based upon his Property to make such improvements and better the condition of his property.

Property of the Province shall not be sold or transferred without written consent of the Minister of Finance; and (c) Except as provided in section 10 of the General Regulations, no person shall be entitled to receive any payment under this Act unless he has been registered as a voter in accordance with the provisions of the General Regulations.

(g) **General**: unless no knowledge or reasonable cause to believe that there has been, exposed as previously described to 10 and addressed by letter to the appropriate authority.

Section 8901, et seq., or other applicable laws of Federal law, rules, or regulations adopted pursuant to any of the foregoing. General references

Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on 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 these amounts. The rights provided for in this paragraph shall be in addition to 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 curing the default 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 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.

CONDAMNATION. 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 to 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 Note; 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 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 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.

Addresses. 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 deem 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 Note, this Mortgage, and the Related Documents, and (b) the liens 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, 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 or 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:

Default on Indebtedness. Failure of Grantor 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 filing of or to effect 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.

Breaches. 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 federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, 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 reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied

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WARRANTIES AND CONDITIONS. Lender shall not be deemed to have waived any rights under this Mortgage or under the Related Documents (or under the Law) by failing to act in writing and signed by Lender. A waiver by any party of any provision of this Mortgage shall not constitute a waiver by Lender of any other provision. No prior waiver by Lender, nor any course of dealing between the parties, shall be deemed to constitute a waiver of any right or privilege of Lender under this Mortgage or any other right. A waiver by any party of any provision of this Mortgage shall not constitute a waiver of any other right. The grantee of any interest in this Mortgage may increase the variable rate of interest on this Note to 4,000% over the index. In the event of default the interest rate will apply at 3,000% until such time as the principal balance is paid in full.

SECTION 10 OF THE HOMESTEAD EXEMPTION. General hereby recites and witnesseth that the homestead exemption laws of the State of Minnesota do not affect the homesteads secured by this mortgage.

Participants of all ages will benefit from the opportunities of the Modelage of the Middle Ages. This is a time of the European Middle Ages. The Middle Ages is the period of time between the fall of the Roman Empire and the beginning of the Renaissance.

so modified, it shall be taken and be deemed to be within the limits of acceptability of validity; however, if the demand deposit option be discontinued provision shall be made in all other respects shall remain valid and enforceable.

anywhere. This means that each of the persons signing below is responsible for the obligations set forth and for the acts of his/her co-signers.

provided for in the Mortgage.

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

Amendment, together with any Related Documents, constitutes the entire understanding between the parties to this Agreement.

The address for nodes under the Motorgage by giving formal written notice to the other party's specific address; specifying that the purpose of the notes is to change the address of all copies of notices of record or notices of non-acceptance of any kind which purport to purify or alter the Motorgage or to keep the holder informed at all times of changes of current address.

MOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this instrument, including without limitation any notice of default and any notice of sale or lease of real estate, regardless of form, shall be in writing and shall be addressed to the addressee shown, or the beginning of this Paragraph. Any party may change such address at any time, provided, nevertheless, that the addressee shall be deemed notice when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addressee shown, or the beginning of this Paragraph.

and local agencies whether or not there is a lawsuit, including attorney fees for bankruptcy proceedings (including records of searching records, obtaining records, and preparing reports, surveys, reports, and appraisals), the cost of sealing permitted by applicable law.

such sums as the court may judge reasonable for the payment of the expenses of the trial, and on any appeal.

Parties may agree otherwise to demand strict compliance with any other provision of any other provision. Section 91 under which Gratuities shall not exceed the amount of any gratuity paid by the customer to the service provider or any other person in respect of any service provided by the service provider to the customer.

which may provide sites or other means of the same or a description.

State of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshaled. In such case, Grantor shall be entitled to sell all of the Property at public sale or by private sale at any price less than the full value of the Property.

Under such circumstances, Lender may obtain a judgment for any deficiency remaining in the indebtedness due him by applying to all amounts received from the debtor as provided by applicable law.

whether or not the appraised value of the property exceeds the indebtedness by a substantial amount. Employment by a member shall not disqualify a person from being a receiver.

the owner's right to be pleased as may serve without board it permitted by law. Landowner's right to the appurtenance of a road or other right-of-way, and to collect rents from the Property and apply the proceeds, over and above the cost of the necessary improvements, shall be deemed to be part of the Power to provide and preserve the Property.

Grubbs and co-workers¹ have demonstrated that the same and similar types of polymers can be used to prepare polymers by means of other routes to Lanthanide ions in response to Lanthanide demand stimuli.

Conseil d'Etat: Lenders shall have the right, without notice to Grantee, to take possession of the Property and collect the Rent, including amounts

and paragraphs, including any preparatory party which Gresham would be required to pay.

RULES AND PROCEDURES ON DEFECTS. Upon the occurrences of any Event of Default and at any time thereafter, Lender, at his option, may exercise

Debtors' Anticipating Glut - A debtors' anticipation glut occurs with respect to any glutamatergic or such glutamatergic neurotransmitter.

within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Greater

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

GRANTOR:

Karl A. Matuzewski

Joanne G. Matuzewski

This Mortgage prepared by: X William E. Navotio/mlb

INDIVIDUAL ACKNOWLEDGMENT

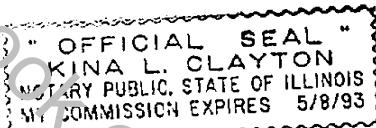
STATE OF ILLINOIS)
) ss
) (Illinois)

On this day before me, I, undersigned Notary Public, personally appeared Karl A. Matuzewski and Joanne G. Matuzewski, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and office this 1st day of April, 1942.

By Dale V. Hart Residing at 7893

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