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Marquette National Bank 1316 South Western Avenue Chicago, H. 80636

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Marquette National Bank 6316 South Western Avenue Chicago, IL 60636 DEPT-01 RECURBINGS

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COOK COUNTY RECORDER

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MORTGAGE

*GARFIELD RIDGE TRUST & SAVINGS BANK NYK/A

**and not personally

THIS MORTGAGE IS DATED JUNE 22, 1992, between Bank Of Chicago / Garfield Ridge, As Trustee Under Trust Agreement Dated 2-19-76 Trust #76-2-3; whose address is 6353 W. 55th Street, Chicago, IL 60636 (referred to below as "Grant's"); and Marquette National Bank, whose address is 6316 South Western Avenue, Chicago, IL 60636 (referred to below as "Lender").

GRANT OF MORTGACE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a dead or deads in trust duly recorded and delivire; to Grantor pursuant to a Trust Agreement deted February 19, 1976 and known as Trust 476-3-3, mortgages and conveys to Lender all of orantor's right, title, and interest in and to the following described real property, together with all existing or subsequently eracted or affixed buildings are overments and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and dischingting for including stock in utilities with click or krigation rights); and all other rights, royalties, and profits nateting to the real property, including without limitation all minerals, oil, gas, geotherical and similar matters, located in Cook County, State of Illinois (the "Real Property"):

The North 8.56 Feet Of Lot 30, All Of Lot 31, And Lot 32 (Except The North 1.484 Feet Thereof), All in Block 8 in Whitney and Bishop's Addition To Tinley Park (A Plat Of The Southeast Quarter Of The Northeast Quarter Of Section 31, Township 36 North, Range 13 East Of The Third Principal Meridians Town Of Bremen, Cook County, State Of Illinois Recorded December 26, 1890 As Document 1393683, Also: That Part Of The West Ha'. Of The Hereto fore Vacated 14 Foot Wide North And South Public Alley As Heretofore Sedicated in Liock 8 in The Aforesaid Subdivision, Lying South Of The Easterly Prolongation Of The South Line Of The North 1.484 Feet Of Said Lot 32 And Lying North Of The Easterly Prolongation Of The South Line Of The North 8.56 Feet Of Said Lot 30, All in Cook County, Illinois.

The Real Property or its address is commonly known as 17849 S. 64th Court, Tinley Park, IL 60477. The Real Property tax identification number is 28-31-223-015.

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 Cody. 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 art sit agreement dated June 22, 1992, between Lender and Grantor with a credit. Himlit of \$10,000.00, together with all renewals of, entangline 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 6.500% per annum. The interest rate to be applied to the outstandiny account balance shall be at a rate 1.000 percentage points above the index, subject however to the following minimum and maximum rates. Under no occumistances shall the interest rate be less than 7.500% per annum or more than the lesser of 18.000% per annum or the maximum rate will well by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the Indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Bank Of Chicago / Garfield Ridge, Trustee under that cs/l/ in Vrust Agreement dated February 19, 1976 and known as Trust #78-2-5. The Grantor is the mortgagor under this Mortgage.

Guaranty. The word "Guaranty" means the guaranty from Grantor to Lender, including without limitation a nuaranty of all or part of the Credit Agreement.

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

Indebtedness. The word "Indebtedness" means all obligations of Grantor under the Guaranty 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 variabiling line of credit and shall secure not only the amounts which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents.

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 Morigage" section.

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 INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. 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 Real Property and collect the Rents.

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

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(Autance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any siripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, 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.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this 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, title or interest therein; whether legal 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 Granfor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Granfor. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by litinots 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 when due (and in all events prior to delinquency) all taxes, payroli 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 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 Lendar under this Mortgage, except for the lien of taxes and assessments not due, except for the Edsting Indebtedness reterred to below, and except as otherwise provided in the following paragraph.

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

Meintenance of insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on an actual cash value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance chuse, and with a standard mortgages clause in favor of Lender. Policies shall be written by such insurance companies and in such form as many by reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurar containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agriles to obtain and maintain Federal Flood insurance, to the extent such insurance is required and is or becomes available, for the learn of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. 3 untor 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 fifteen (5) lays of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebedraes payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Grar or rais to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if rais to comply with any provision of the 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 deems appropriate. Any amount that Lender expends in so doing will bear interest at the rais charged under the C edi Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be pa; which is a defended to the balance of the credit line and be apportioned among and before payable with any installment payments to become dure during either (i) the term of any applicable insurance policy or (ii) the remaining term of the C redit Agreement, or (c) be treated as a balloon parmen which will be due and payable at the Credit Agreement's maturity. This Mortgage also will accurate 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 is / Lender shall not be construed as curing the default so as to ber Lender from any remedies.

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

Title. Grantor warrants that: (a) Grantor holds good and n arketable title of record to the Property in fee simple, free and clear of all flens and encumbrances other than those set forth in the Peal Property of achieve or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in fevor 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 Example.

Defense of Title. Subject to the exception in the paragraph above, Clarkor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be fac inderly and inferior to the lien securing payment of an existing obligation with an account number of 1284651 to Savings Of America describer for Mortgage Loan dated February 17, 1978 and recorded in Book March 26, 1978. The existing obligation has a current principal balance or approximately \$83,669.00 and is in the original principal amount of \$85,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, this Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness. or any default under any security documents for such indebtedness.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default (Fvert 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 condient. (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 thereas..., shows, 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 in interfers 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 remedie. of a secured party under the Uniform Commercial Code.

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

Deficiency 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.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Attorneys' Fees; Expenses. In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor Lender's afformeys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

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.

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

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that if possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warrantics, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purposing to be the warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Credit Agreement shall be construed as creating any liability on the part of Grantor personally, and nothing in this Mortgage or in the Credit Agreement or any interest that may accrue thereon, or ago, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Credit Agreement and the owner or owners of any

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Indetenses shall look solely to the Property for the payment of the Credit Agreement and Indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Credit Agreement and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Credit Agreement.

BANK OF CHICAGO / GARFIELD RIDGE ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

BY J. BAYAN,	Charled Fidge not per Inst. #10-23 Trust Officer	do L	We as Now Market ASST. VICE PRESIDENT
This Mortgage po	repered by: X Steve Devin	re Dans	
		CORPORATE ACKNOWLEDGMENT ASSI, VICE PRESIDENT	
STATE OF	ILLINUTS	CONFORMIE ACK	NO II LEDOMIEN I
51A12 Or	-/X) 88	ACCOUNT AND PROFESSIONAL PROFES
COUNTY OF	COOK.)	me, the undersigned Notary Public, personally appeared R.BARA
By San	dal 10	Itasil 1	ortgage on behalf of the corporation. Residing at 6353 W. 55TH SIREET, CHICAGO, IL 60638
Notary Public in a	end for the State ofIL	LINOIS	My commission expires 11-6-95
	SENDRA A. VOI Retary Publis, State My Commission Expire	TAREL of Minois a 11/06/95	40%
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