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MORTGAGE

THIS MORTGA/A: IS DATED AUGUST 3, 1992, between WOJCIECH LYSINSKI and MARIA LYSINSKI, husband and wife, whose address is 1540 TYRELL AVENUE, PARK RIDGE, IL 60068 (referred to below as "Grantor"); and Park Nations. Bank and Trust of Chicago, whose address is 2958 N. Milwaukee Ave, Chicago, IL 60618 (referred to below as "Lender").

GRANT OF MORTGAGE. For privable consideration, Grantor mortgages, warrants, and conveys to Lander all of Grantor's right, title, and interest in and to the following describe or nal property, rogether with all existing or subsequently erected or attitude buildings, improvements and lixtures; all easements, rights of way, and apprimenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or imigation rights); and all other rights, royalises, and profits relating to the real property, including without limitation all minerals, oil, gas, genthermal and similar matters, located in COOK County, Status of illinois (the "Real Property"):

LOT 14 IN SMITH AND HILLS PARK RIDGE MANOR UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHE ST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE WEST 217 FEET ON THE NORTH AND SOUTH LINES THEREOF) IN SECTION 22, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1540 TYRELL AVENUE, PARK RIDGE, IL. 60068. The Real Property tax identification number is 09-22-113-013.

Grantor presently assigns to Lender all of Grantor's right, the property and to all leases of the Property and all Reints from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code a curity interest in the Personal Property and Reints.

DEFINITIONS. The following words shall have the following meaning a vien 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 lewful money of the Uniform States of America.

Grantor. The word "Grantor" means WOJCIECH LYSINSKI and MSP J. LYSINSKI. The Gramor 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 indebtudgess.

Improvements. The word "Improvements" means and includes without "m' ation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and of includes 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 ento ce obligations of Grantor under this Morigage, together with interest on such amounts as provided in this Morigage.

Landar. The word "Landar" means Park National Gank and Trust of Chicago, its successo 5 s id assigns. The Lander is the mongages under this Montgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and Inclinate 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 August 3, 1992, In the original principal amount of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinencings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.250%.

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

Property. The word "Property" means collectively the Raal 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, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

flents. 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 Preperty 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 in 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 amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Resultionization Act of 1986, Pub. L. No. 99-498] ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. The Resource Conserv

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writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or streatered release of any hazardous which or inflating to such methers; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tender, deviations, agent at other suthorized user of the Property shall use, generate, manufacture, stora, treat, dispose of, or release any hazardous waste or substance on, regulations and ordinances, including without firnitation those laws, regulations and ordinances, including without firnitation those laws, regulations, and ordinances described alleves. Cristine later, and total laws, regulations and ordinances, including without firnitation those laws, regulations, and ordinances described alleves. Cristine later, and total laws, regulations and ordinances, including without firnitation those laws, regulations, and ordinances described alleves. Cristine later, and total laws, regulations and ordinances, including without firnitation those laws, regulations, and ordinances described alleves. Cristine later, and total laws, regulations and tests as Lender may deem appropriate to describe any responsibility or liability on the part of Lender to Grantor or to any other person. The regulations of the first shall not be construed for regional cristines against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold framities Lender against any and all claims, leaders, liabilities, damages, paralleles, and expenses which lander may directly or indirectly sustain or suffer meeting from a breach of this section of the Morigage breaching and expenses which indemnity, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the littly again, including and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nulsence, Waste, Grantor shall not cause, conduct o o of substance by writing, (I) any use, generation, manufacture, storage, treatment, disposal, release, or streatment rele e of any ingrandous wish

Nutsunos, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or supportion 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 Land

Removal of improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lander to replace such improvements of at least equal value.

Lender's Right to Frien. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and interests and interests and interests and interests and conditions of this Mortgage.

Compliance with Governmental Requiremental Grantor shall promptly comply with all laws, ordinances, and regulations, now or here effect, of all government's suthorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and such faith, any such law, without compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and is long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees series 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. Leride may, at its option, declare immediately due and payable all sums secured by this Morrgage upon the sale or transfer, without the Lender's prior without one 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 outlight sale, deed, installment sale contract, and contract, contract for deed, lease-hold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or trai ster 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 ny Grantor is a corporation or partnership, transfer else includes any change in ownsmithe of more than twenty-five 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 it such exercise is prohibited by tederal if with the time.

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

Payment. Grantor shall pay when due (and in all events prior to anguency) all times, payroll taxes, special times, sessentiants, water charges and sewer service charges levied against or on account of the Propinty, 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, oxcept for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a long or is filed as a result of nonpayment, Grantor shall within fileen (15) days after the lien arises or, it a lien is filed, within filteen (15) days after the lien because the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety or and or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' tess or other charges that could account of a toreclosure or sate under the iten. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse fadgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest prices large.

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

Notice of Construction. Grantor shall notify Lender at least lifteen (15) days before any work is or immerced, 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 Cander that Grantor can said will pay the

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extend of coverage andorsements on a maintenance of meurance. Crantor stan procure and maintain policies of the insurance with standard extended ext Property at any time become located in an area designated by the Director of the Federal Errargency Management A and a special ficod hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and in or becomes available, for the term of the loan and for the full unpaid principal belance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the self-rished best of replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor falls to do so within filteen (15) days of the causalty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender shall, upon satisfactory 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 instrument. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair 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 the remainder, if any, shall be applied to the principal belance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such precedes shall no naid 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 studies's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

TAX AND INSURANCE RESERVES. Granter agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate issue and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's large and insurance premiums become definitioned. Granter shall further pay a morthly pro-rate share 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, Granter 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 Mortgage is executed in contection with the granting of a mortgage on a single-family, owner-occupied residential property, Granter, in tieu of establishing such reserve account, may pledge an interest-teresting sentings account with Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any liam before payling it. Nothing in the Mortgage shall be construed as requiring Lender to advance other mortles for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the independences upon the occurrence of an event of default and described below. TAX AND INSURANCE RESERVES. Grantor rigrees to establish a reserve account to be retained from the loans proceeds in exch amount deemed as described below.

EXPENDITURES BY LENDER. If Grantor tails to comply with any provision of this Montgage, or if 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 deems appropriate. Any amount that Lender expenses in a cloing will be an interest at the rate charged under the Note 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 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 Montgage 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 Montgage.

Title. Grantor warrants that: (ii) 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 Roal 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 Mortgags, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgags 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 expenses. Grantor may be the nominal party in such proceeding, but Lender shall be sufficient 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.) lostowing provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Nr. Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fieu of condemns son Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebteoriess or the repair or restorment of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' tees 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 inteps as may be necessary to releved 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 CHARCES 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 pyrfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all elipenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, documentary stamps, and other this year for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which the 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 181. To 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 (if on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies i, one sted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender they 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 well quent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate sure; ound 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 Ur form 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 evidition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, we executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses in our ed in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place recombine 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 a 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 Mortages.

Further Assurances. At any time, and from time, upon request of Lender, Grantor will make, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem approprime any and all such mortgages, deeds of trust, security deeds, security agreements, linancing 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 lines 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 persegraph.

Attermey-in-Fact. If Grantor tails 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 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:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Psyments. 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. It 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 with 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 steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or lumished 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, have in any material respect.

Insolvency. The incolvency 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 bushruptcy or insolvency laws by or against Grantor, or the dissolution or termination of the within a substance as a going business (if Grantor is a bushness). Except to the extent prohibited by tederat have or illinois text, the death of

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Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mottgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, reposassion or any other method, by any creditor of Gramfor 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 tree torsclosure, provided that Grantor gives Lander written notice of such plants and terminates or a surely basis for the claim antidastors to a property of a surely basis for the claim antidastors to a surely basis for the claim antidastors to a surely basis for the claim antidastors to a surely basis of the claim and resurves 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 within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Evants Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the (indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

curity. Lander 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. 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 separed 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 Floritis, Including emounts past due and united, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furthersince of the right, Lender may require any time into orother user of the Property to make payments of rent or use fees directly to Lender. It the Rents are collected by Lender. may require any tenum or other user of the Property to make payments of ten or use rese carecay to Lender. If the rests are constants then Grantor introvocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof, in the name of Grantor and to negotive 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 subpare gain heither in person, by agent, or through a receiver.

Mortgages in Possession. Under shall have the right to be placed as mortgages 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 preceding 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 mortgages in possession or so over may serve without bond if permitted by law. Lender's right to the appointment of a reliever shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

hal Foreclosure. Lender may obtain 1/1/dicial decree foreclosing Granton'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 indet tedness due to Lender after application of all amounts received from he 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 proble law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to grant all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on a ur 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 breach 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 of the provision. Election by Lender to pursue any revisedy shall not exclude pursuit of any other remedy, and an election to make expenditure of the action to perform an obligation of Granter under this Mortgage after failure of Granter to perform shall not affect Lender's right to declare a def as and exercise its remedies under this Mortgage.

eness. If Lender institutes any suit or action to enforce any of the terms of this Mongage, Lender shall be entitled to recover Attorneys' Fees; Expenses. It Lender institutes any suit or action to enforce any of the terms of this Montgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and an any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any tim' for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject as a well-kind and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankrup, by proceedings (including efforts to modify or vecate any automatic stay or injunction), appeals and any anticipated post-judgment collection tervices, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insulance, to the extent permitted by applicable law.

Grantor 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 limits for any notice of detault and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Workgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purrose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any fien which has priority over this Mortgage. For notice purposes, Gramor agrees to keep Lender informed at all time. 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 Morigage. No alteration of or amendment to this Mortgage shall be effective unless given in wants 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 Londer and accepted by Londer 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 interset or estate created by this Morigage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all reterences to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

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 cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Gramor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. It ownership of the Property becomes varied in a person other than Granton, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way introduced or extension without releasing Gramor from the obligations of this Mortgage or Rability under the Indebtedness. 5

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

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

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unions such waiver is in writing and signed by Lender. No delay or ordisation 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 or demands struct compliance with that provision of my other provision. No prior waiver by Lender, 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 Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to

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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. GRANTON: Lysinsles Washingth Lyminster 2rie WARIA LYSINSKI Dane ARK NATIONAL BANK AND TRUST OF CHICAGO INDIVIDUAL ACKNOWLEDGMENT STATE OF 38 COUNTY OF_ On this day before me, the undersigned Notary Public, personally appeared WOJCIECH LYSINSKI and MARIA LYSINSKI, 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 therein mantioned. 354 Given under my hand and official ? 44 this \overline{v} V Fleekding at OFFICIAL SEAL III I J IGARAVIDEZ NOTARY PUBLIC, STATE OF IELINOIS MY COMMISSION EXPIRES 1G-17-92 Notary Public in and for the My commission expires irights r. LASER PRO (tm) Ver. 3.158 (c) 1992 CF! Bankers Service Group, Inc. A Frights reserved, JIL-G20 E3.15 F3.15 P3.15 LYSINSKILL

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