



UNOFFICIAL COPY

Mortgage

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THIS MORTGAGE is made on March 15 1992, between
 not personally, but as Trustee under a Trust Agreement dated 19 and known as
 Trust No. John R. Biebrach & Donna Biebrach, his wife (J)
 whose address is 3460 Merle Lane, Northbrook, Illinois 60062, (the "Mortgagor")
 and NBD Glenbrook Bank, (Bank Name)
 a State (national/state) banking Corporation
 (association/corporation) whose address is 2801 Pfingsten Road, Glenview, Illinois 60062, (the "Mortgagee").
 * To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improve-
 ments on it described as:

Land located in the Village of Northbrook
 County of Cook, State of Illinois:

LOT 4 IN BLOCK 1 IN PHEASANT TREE GARDEN ESTATES BEING A SUBDIVISION OF THAT PART OF THE S 1/2 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING W OF MILWAUKEE AVENUE (EXCEPT THEREFROM THE N 120 FEET AND EXCEPTING THEREFROM THE W 360.10 FEET ON THE N 823.60 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

(The Premises')
 commonly known as: 3460 Merle Lane, Northbrook, Illinois 60062
 Parcel Identification No. 04-30-203-004

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

- (1) All easements, rights-of-way, licenses, privileges and hereditaments.
- (2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
- (3) All machinery, apparatus, *equipment, fittings, fixtures, and articles* of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.
- (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
- (5) All awards or payments including interest made as a result of: the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, or any other cause to increase or decrease in the value of the Premises.

The Premises are unencumbered except as follows:

DEPT OF RECORDING
 782222 TRAN 6959 08/25/92 14:29:00
 42381 # B * - 92 - 629773
 COOK COUNTY RECORDER

("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

(i) The note(s) dated March 15, 1992 in the principal amount(s) of Thirty five thousand
dollars & 00/100 ~~XXXXXXXXXX~~ maturing on March 15, 1994 executed and delivered by
John Biebrach & Donna Biebrach to the Mortgagee with interest at the per annum rate of Prime plus two
 percent (2.0 %) above NBD Glenbrook prime rate on the principal balance remaining from
 time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note
 remaining from time to time unpaid shall be at the per annum rate of Prime plus five
 (5.0 %) above NBD Glenbrook prime rate percent and

(ii) the guaranty of the debt of American Lawn Care Co., Inc. dated March 15, 1992 executed
 and delivered by Mortgagor to the Mortgagee; and

(iii)

including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt")

CROSS-LIEN: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgagee. This shall not apply to any obligation or debt incurred previously for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, all the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all copies of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of

any lien on the Premises or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

3. CHANGE IN TAXES. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

4. INSURANCE. The Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises, constantly insured for the benefit of the Mortgagee, until the Debt is fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it, and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require 30 days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee. Should the Mortgagor fail to insure

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agreement within the meaning of the Illinois Uniform Commercial Code (1994) and Mortgagee also constitutes a security agreement for all purposes under the law of the State of Illinois.

11. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (1994) and Mortgagee also constitutes a security agreement for all purposes under the law of the State of Illinois.

The Mortgagee shall have a right to repossess the Premises and any other property covered by this Mortgage in the event of a default under this Mortgage. The Mortgagee shall be deemed to have taken possession of the Premises if it has taken possession of the Premises and any other property covered by this Mortgage. The Mortgagee shall have a right to repossess the Premises and any other property covered by this Mortgage in the event of a default under this Mortgage. The Mortgagee shall be deemed to have taken possession of the Premises if it has taken possession of the Premises and any other property covered by this Mortgage.

10. ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER. If the Mortgagee conveys or otherwise transfers its interest in the Premises, the Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

9. ASSIGNMENT OF LEASES AND RENTS. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

8. PAYMENT OF OTHER OBLIGATIONS. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

7. ALTERATIONS, REMOVAL, IMPROVEMENT, FIXTURES AND ENTAILMENT. No building, structure, improvement, fixture or other personal property attached to, or in any way related to, the Premises shall be deemed to have been attached to, or in any way related to, the Premises if the building, structure, improvement, fixture or other personal property is attached to, or in any way related to, the Premises after the date of the execution of this Mortgage.

6. WASTE. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

5. RESERVES FOR TAXES AND INSURANCE. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

4. NO ADDITIONAL LIEN. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee. The Mortgagee shall be deemed to have assigned its interest in the Premises to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

3. DUE ON TRANSFER. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to transfer or sale or other disposition of the Premises or any part thereof, or any part thereof, shall constitute a transfer of the Premises for purposes of this Mortgage.

2. REIMBURSEMENT OF ADVANCES. If Mortgagee fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced against Mortgagee, then Mortgagee shall be deemed to have advanced to the Premises the amount of any costs and expenses incurred by Mortgagee in collecting the proceeds of the Mortgage and all other costs and expenses incurred by Mortgagee in performing its obligations under this Mortgage.

1. EMINENT DOMAIN. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any road, alley, or other injury or damage to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Mortgagee shall continue to pay the Debt in accordance with the terms of the underlying loan documents until any award or payment shall have been actually received by Mortgagee. By executing this Mortgage, the Mortgagee assigns the entire proceeds of any award or payment and any interest in the Mortgage proceeds to the Mortgagee, together with reimbursement of all costs and expenses incurred by Mortgagee in collecting the proceeds and the reasonable attorneys' fees of the Mortgagee. The Mortgagee shall be deemed to have assigned its interest in the Mortgage to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

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The Mortgagee shall be deemed to have assigned its interest in the Mortgage to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage. The Mortgagee shall be deemed to have assigned its interest in the Mortgage to the transferee if the transferee has taken possession of the Premises and any other property covered by this Mortgage.

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subsequent to the date that the Mortgagee's interest in the Premises shall have fully terminated by foreclosure or by acceptance of a deed in lieu of foreclosure.

(ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 801, et. seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Debt, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the debt, (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document, (c) the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this paragraph shall only apply to an action commenced against any owner or operator of the Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money.

17. **EVENTS OF DEFAULT/ACCELERATION:** Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagor or, if other than the Mortgagor, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the note(s), the guaranty, or any other agreement evidencing the Debt; (2) the Mortgagor or Principal Obligor (a) fails to observe or perform any other term of the note(s), the guaranty, or any other agreement evidencing the Debt or (b) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee; (3) the Mortgagor or Principal Obligor defaults under the terms of this Mortgage, any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under such a guaranty; (4) the Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagee or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee; (5) a "reportable event" (as defined in the Employee Retirement Income Security Act of 1974 as amended) that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Principal Obligor or any affiliate of the Mortgagor or Principal Obligor occurs; (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay its debts as they become due; (7) the Mortgagor or Principal Obligor (a) makes an assignment for the benefit of creditors, or (b) consents to the appointment of a custodian, receiver, or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (8) a custodian, receiver, or trustee is appointed for the Mortgagor or Principal Obligor or for a substantial part of its assets without the consent of the party against which the appointment is made and is not removed within 60 days after such appointment; or the Mortgagor or Principal Obligor consents to such appointment; (9) proceedings are commenced against the Mortgagor or Principal Obligor under any bankruptcy, reorganization, liquidation, or similar laws of any jurisdiction, and such proceedings remain undismissed for 60 days after commencement; or the Mortgagor or Principal Obligor consents to the commencement of such proceedings; (10) any judgment is entered against the Mortgagor or Principal Obligor, or any attachment, levy, or garnishment is issued against any property of the Mortgagor or Principal Obligor; (11) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises; (12) if Mortgagor sells, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee; (13) the Mortgagor or Principal Obligor dies; (14) The Mortgagor or Principal Obligor, without the Bank's written consent, (a) is dissolved, (b) merges or consolidates with any third party, (c) sells a material part of its assets or business outside the ordinary course of its business, or (d) agrees to do any of the foregoing; (15) there is a substantial change in the existing or prospective financial condition of the Mortgagor or Principal Obligor which the Mortgagee in good faith determines to be materially adverse.

18. **REMEDIES UPON DEFAULT.** Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and all expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, forrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the past maturity interest rate set forth in the note. This paragraph shall also apply to any expenditures or

expenses incurred in part by or on behalf of Mortgagee in connection with (a) any proceeding, in any court, without limitation, probate and bankruptcy proceedings, in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the note or any instrument which secures the note after default, whether or not actually commenced, or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are above mentioned; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal); fourth, of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are above mentioned; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the note in case of a foreclosure sale and deficiency. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action which would not be good and available to the party interposing the same in an action at law upon the note.

19. **REPRESENTATIONS.** If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by-laws. If the Mortgagor is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law and do not conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required for the execution or delivery of this Mortgage or the performance of the obligations it imposes and that this Mortgage is a valid and binding agreement, enforceable in accordance with its terms. Each Mortgagor further represents that it shall provide all balance sheets, profit and loss statements, and other financial statements, as requested by Mortgagee. Any such statements that are furnished to the Mortgagee are accurate and fairly reflect the financial condition of the organization and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

20. **NOTICES.** Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery; (b) registered or certified mail, postage prepaid, with return receipt requested; (c) first class or express mail, postage prepaid; (d) Federal Express, Purolator Courier or like overnight courier service or (e) telecopy, telex or other wire transmission with request for assurance of receipt in a manner typical with respect to communication of that type. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand or wire transmission, 3 business days after mailing if mailed by registered or certified mail or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any judicial or non-judicial proceeding where Illinois law governs the manner and timing of notices in foreclosure or receivership proceedings.

21. **WAIVER OF HOMESTEAD RIGHT.** Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all rights in respect to marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

22. **WAIVER OF RIGHT OF REDEMPTION.** MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF

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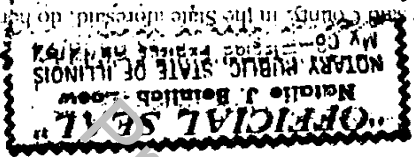
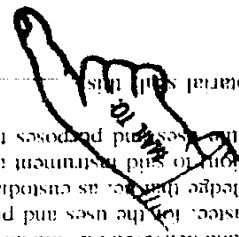
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My Commission Expires:

Notary Public

Given under my hand and notarial seal this _____ day of _____, 19____

(association), as Trustee, for the uses and purposes therein set forth. I did also then and there acknowledge (association) as Trustee, for the uses and purposes therein set forth; and the said (association) acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (cor- (corporation) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as (corporation) (association) and



State of Illinois

County of _____

) SS

)

My Commission Expires:

Notary Public

Given under my hand and notarial seal this 15 day of March, 1912

and voluntary act, for the uses and purposes herein set forth. I, John J. Bonalton personally known to me to be the same persons (names) who signed and acknowledged that they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as his/her free

John J. Bonalton

a Notary Public in and for said County and State, do hereby certify that

County of _____

) SS

)

John J. Bonalton
John J. Bonalton
John J. Bonalton

COOK
Natalie J. Bonalton

State of Illinois

Not personally, but as Trustee under a Trust Agreement dated _____, and known as Trust No _____

Witness the hand _____ of _____ of Mortgage, the day and year set forth above.

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24. WAIVER OF JURY TRIAL. The Mortgagee and the Mortgagor after con- sulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage or any related instrument or agreement or any of the transactions contemplated by this Mortgage or any course of conduct, dealing, statements, whether oral or written or actions of either of them. Neither the Mortgagee nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either of them.

24. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any state or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagee shall constitute a waiver of any right or remedy of the Mortgagee for any subsequent exercise of the same right or remedy by the Mortgagee, and all rights and remedies of the Mortgagee are cumulative. These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgage, the obligations under this Mortgage shall be joint and several.

This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS AN ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF JUDG- MENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PRESENT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF REDEMPTION FROM SALE OR FORECLOSURE OF THIS MORTGAGE, INCLUDING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF REDEMPTION FROM SALE OR FORECLOSURE OF THIS MORTGAGE, INCLUDING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.