

# UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

NBD Bank Lemont  
1200 South State Street  
Lemont, IL 60439

## WHEN RECORDED MAIL TO:

NBD Bank Lemont  
1200 South State Street  
Lemont, IL 60439

*he prepared  
of record*

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DEPT-01 RECORDING \$29.50  
T44444 TRAM 0785 11/05/92 15126100  
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COOK COUNTY RECORDER

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## MORTGAGE

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THIS MORTGAGE IS DATED NOVEMBER 3, 1992, between WALTER S. KOS and JULIANNE A. KOS, HIS WIFE, whose address is 12418 ARCHER AVENUE, LEMONT, IL 60439 (referred to below as "Grantor"); and NBD Bank Lemont, whose address is 1200 South State Street, Lemont, IL 60439 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently created or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

**PARCEL 1:** THAT PART LYING SOUTHERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE EASTERLY LINE WHICH IS 485.75 FEET SOUTHERLY OF THE INTERSECTION OF SAID EASTERLY LINE WITH THE CENTER LINE OF MCCARTHY ROAD TO A POINT IN THE WESTERLY LINE WHICH IS 504.75 FEET SOUTHERLY OF THE INTERSECTION OF THE WESTERLY LINE WITH THE CENTER LINE OF MCCARTHY ROAD, OF THE FOLLOWING DESCRIBED PROPERTY; THAT PART OF LOT 21 IN THE COUNTY CLERK'S DIVISION OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, DESCRIBE AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, WHICH IS 1185 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 27, THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 106.5 FEET THENCE SOUTHEASTERLY ON A LINE AT AN ANGLE OF 67 DEGREES 10.5 MINUTES DEFLECTED TO THE SOUTH FROM THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE 935 FEET TO THE CENTER LINE OF ARCHER ROAD THENCE SOUTHWESTERLY ALONG CENTER LINE OF ARCHER ROAD 106.25 FEET THENCE NORTHWESTERLY ON A STRAIGHT LINE 1033.33 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS EXCEPT THE SOUTHEAST 42 FEET THEREOF MEASURED AT RIGHT ANGLES TO THE CENTER ARCHER AVENUE.

**PARCEL 2:** THE SOUTHEASTERLY 1 ACRE OF THAT PART OF LOT 21 IN COUNTY CLERK'S DIVISION OF SECTION 27 TOWNSHIP 37 NORTH, RANGE 11, EAST THE THIRD PRINCIPAL MERIDIAN, WHICH SAID PART OF LOT 21 IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, WHICH IS 1066.5 FEET EAST OF THE NORTHWEST CORNER OF SOUTHWEST 1/4 OF SECTION 27, THENCE EAST ALONG THE NORTH OF SAID SOUTHWEST 1/4, 106.5 FEET; THENCE SOUTHEASTERLY ON A LINE AT AN ANGLE OF 67 DEGREES 10.5 MINUTES DEFLECTED TO THE SOUTH FROM THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1013.33 FEET TO THE CENTER LINE OF ARCHER AVENUE; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF ARCHER ROAD, 106.25 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE, 1091.65 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (EXCEPT THE SOUTHEAST 42 FEET THEREOF MEASURED RIGHT ANGLES TO THE CENTER OF ARCHER AVENUE).

The Real Property or its address is commonly known as 12418 ARCHER AVENUE, LEMONT, IL 60439. The Real Property tax identification number is 22-27-300-017 & 009.

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

**DEFINITIONS:** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated November 3, 1992, between Lender and Grantor with a credit limit of \$99,000.00, together with all renewals, extensions, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is November 3, 1997. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 8.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index for balances of \$49,999.99 and under and at a rate 0.500 percentage points above the index for balances of \$50,000.00 and above, subject however to the following maximum rate: Under no circumstances shall the interest rate be more than the lesser of 18.000% per annum or the maximum rate allowed 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 WALTER S. KOS and JULIANNE A. KOS. The Grantor is the mortgagor under this Mortgage.

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

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

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

**Lender.** The word "Lender" means NBD Bank Lemont, its successors and assigns. The Lender is the mortgagee under this Mortgage.

RE TITLE SERVICES 811-233-4

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**Mortgage.** The word "Mortgage" means the Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, 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 premium) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

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

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, mortgages, security agreements, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INTEREST 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 the Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "deposited," "release," and "treated release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-469 (SARA), the Hazardous Waste Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants that Grantor has no knowledge of, or access to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance; (ii) any actual or threatened litigation or claim, or any kind of any person relating to such matter, (iii) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance; by any prior owner or occupant of the Property, or (iv) any actual or threatened litigation or claim, or any kind of any person relating to such matter. (v) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable Federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine the compliance of the Property with the section of the Mortgage. Any test actions or tests made by Lender shall be for Lender's purpose only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution or for any other cause of action or liability for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of the section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership of interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of the section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Misuse, Waste.** Grantor shall not cause, conduct or permit any nuisance, conduct or permit any striping or 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, gravel or rock products without the prior written consent of Lender.

**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 Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of the Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contact in good faith any such law, ordinance, or regulation, or any other governmental authority, including appropriate agencies, as long as Grantor has notified Lender in writing prior to doing so and so long as 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 Preserve.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those 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.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage 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 creates 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, and contract, or otherwise, or by operation of law, including but not limited to (a) foreclosure, or (b) any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, Lender also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interest, as the case may be, of Grantor. However, the option shall not be exercised by Lender if such exercise is prohibited by Federal law or by State law.

**TAXES AND LENDS.** The following provisions relating to the taxes and liens on the Property are a part of the Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done or for services rendered or materials furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or for services rendered or materials furnished to the Property. Grantor shall pay when due (and in all events prior to delinquency) all taxes and assessments referred to below, and except as otherwise provided in the following paragraph.

**Right to Collect.** 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 lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or discharge the lien by any means and reimburse Lender and shall satisfy any adverse judgment or enforcement action against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the course of proceedings.

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

**Notice of Collection.** Grantor shall (15) days before the due date of any tax, assessment, or claim, any services are furnished, or any materials are supplied to the Property, or any other such matter, notify Lender in writing of the due date of such tax, assessment, or claim, and shall pay when due (and in all events prior to delinquency) all taxes, assessments, or claims, or materials furnished to Lender upon request of Lender.

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**Notice of Collection.** Grantor shall (15) days before the due date of any tax, assessment, or claim, any services are furnished, or any materials are supplied to the Property, or any other such matter, notify Lender in writing of the due date of such tax, assessment, or claim, and shall pay when due (and in all events prior to delinquency) all taxes, assessments, or claims, or materials furnished to Lender upon request of Lender.

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cost of such improvements.

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificate of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. 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. 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 hereunder. Any proceeds which have not been disbursed within 100 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 balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid 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 trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in the Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required above, 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 expends in so doing will bear interest at the rate charged under the Credit 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 payable on demand; (b) be added to the balance of the credit line 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 Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the 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.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

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

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to the Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, (including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

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

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent; or (b) consents the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond, or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

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

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

**Addressee.** The mailing addressee of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

SECTION 9

MORTGAGE (Continued)

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of the Mortgage.

At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at each time and in each office and place as Lender may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable for the credit line account or Lender's rights in the property. (a) The obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the terms and conditions of the Mortgage shall be binding on the Property, whether now owned or hereafter acquired by Grantor. Unless provided by law or agreed to in writing by Lender, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in the preceding paragraph.

Attorney-in-fact. If Grantor fails to do any of the things referred to in the preceding paragraph, 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 option, to accomplish the matters referred to in the preceding paragraph. For such purpose, 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 option, to impose upon Grantor under the Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of the Mortgage and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Real Property. Grantor will pay, if FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under the Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of the Mortgage and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Real Property. Grantor will pay, if DEFERRED. Each of the following, as the option of Lender, shall constitute an event of default (Event of Default) under the Mortgage: (a) Grantor commits fraud or makes a material representation 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 aspect of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destruction of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer 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 IN 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: Acceleration. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any payment penalty which Grantor would be required to pay. UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code. Collect Remedies. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of the right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, Lender shall irrevocably designate Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and carry out the proceeds. Payments by tenants or other users in response to Lender's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under the subparagraph either in person, by agent, or through a receiver. Mortgage in Possession. Lender shall have the right to be placed as mortgagee 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 net proceeds, over and above the cost of the receivership, against the indebtedness. This mortgagee in possession or receiver may serve without notice by law. Lender's right to the appointment of a receiver shall exist whether or not the present value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. 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 right provided in this section. Other Remedies. Lender shall have all other rights and remedies provided by law, the Mortgage or the Credit Agreement or available at law or in equity. Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marketed, in exercising its rights and remedies, Lender shall be free to sell 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 all or 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 sale or disposition.

Waiver. Election of Remedies. A waiver by any party of a provision of a provision of the Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under the Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under the Mortgage. Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of the Mortgage, Lender shall be entitled to recover such sum as the court may judge reasonable as attorney's fees at trial and on 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 time for the protection, enforcement or enforcement of the Mortgage shall become a part of the indebtedness payable on demand and shall bear interest from the date of accrual until repaid at the Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's fees for bank proceedings (including Credit Agreement) fees. Expenses covered by the paragraph include, without limitation, however, subject to the terms of applicable law, Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's fees for bank proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection fees, the cost of searching records, obtaining the report (including the report) surveys, reports, and appraisal fees, and the insurance, 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 the Mortgage, including without limitation any notice of default and any notice of state to Grantor, shall be in writing and shall be effectively delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address shown near the beginning of the Mortgage. Any party may change its address for notice under the Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of the Mortgage shall be sent to Lender's address, as shown near the beginning of the Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of the Mortgage:

Amendment. The Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in the Mortgage. No alteration of or amendment to the Mortgage shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment. 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. Caption Headings. Caption headings in the Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of the Mortgage. There shall be no merger of the interest or estate created by the Mortgage 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 the Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. The parties to 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 the Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render the entire Mortgage invalid or unenforceable. If the offending provision cannot be so modified, it shall be struck out and the remaining provisions of the Mortgage shall survive and be enforceable. If the offending provision cannot be so modified, it shall be struck out and the remaining provisions of the Mortgage shall survive and be enforceable.

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

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

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of 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 otherwise to demand strict compliance with that provision or any 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 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.**

GRANTOR:

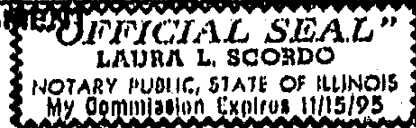
x Walter S. Kos  
WALTER S. KOS

x Julianne A. Kos  
JULIANNE A. KOS

This Mortgage prepared by:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Will



On this day before me, the undersigned Notary Public, personally appeared WALTER S. KOS and JULIANNE A. KOS, 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 mentioned.

Given under my hand and official seal this 3rd day of November, 1992.

By Laura L. Scordo Notary Public in and for the State of Illinois  
Residing at Will My commission expires 11/15/95

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Page 1

INVESTIGATION REPORT

Case No. 123456789

Subject: [REDACTED]

Date: 12/31/2023

SEARCHED  
SERIALIZED  
INDEXED  
FILED

Property of Cook County Clerk's Office

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