

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:

EDGEWOOD BANK  
1023 WEST 55TH STREET  
COUNTRYSIDE, IL 60525

WHEN RECORDED MAIL TO:

EDGEWOOD BANK  
1023 WEST 55TH STREET  
COUNTRYSIDE, IL 60525

92843442

DEPT-01 RECORDINGS

\$29.00

T#0000 TRAN 2344 11/12/92 15:05:00

H#822 # 4-92-343442

COOK COUNTY RECORDER

SEND TAX NOTICES TO:

ROBERT J. TAYLOR and ROSE M. TAYLOR  
404 EAST MAPLE AVENUE  
LAGRANGE, IL 60525

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE

THIS MORTGAGE IS DATED OCTOBER 30, 1992, between ROBERT J. TAYLOR and ROSE M. TAYLOR, HIS WIFE, whose address is 404 EAST MAPLE AVENUE, LAGRANGE, IL 60525 (referred to below as "Grantor"); and EDGEWOOD BANK, whose address is 1023 WEST 55TH STREET, COUNTRYSIDE, IL 60525 (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 enacted 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"):

LOT 7 (EXCEPT THE EAST VIGINTIILLIONTH THEREOF) IN THE SUBDIVISION OF BLOCK 15 IN LEITER'S 3RD ADDITION TO LAGRANGE A SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF BLUFF'S AVENUE, EXCEPT THE WEST 1095 FEET OF THAT PART OF SAID PREMISES LYING NORTH OF THE SOUTH 710 FEET THEREOF IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 404 EAST MAPLE AVENUE, LAGRANGE, IL 60525. The Real Property tax identification number is 18-04-417-002.

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

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

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated October 30, 1992, between Lender and Grantor with a credit limit of \$20,000.00, together with all renewals, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is October 30, 1999. The interest rate under the revolving line of credit is a variable interest rate based upon an Index. The Index currently is 6.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 0.500 percentage points above the Index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 21.000% 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 ROBERT J. TAYLOR and ROSE M. TAYLOR. 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 and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. 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 EDGEWOOD BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

**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 accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL



the Property, or the restoration and repair of the Property. If Lender needs 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 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 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 this 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 below, 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 the lien securing payment of an existing obligation with an account number of 08-09-35213 to STERLING SAVINGS BANK described as: MORTGAGE DATED AUGUST 16, 1986 AND RECORDED AUGUST 28, 1986 AS DOCUMENT NUMBER 86382581 AND ASSIGNED TO STERLING SAVINGS BANK ON JULY 28, 1989 AND RECORDED OCTOBER 5, 1989 AS DOCUMENT NUMBER 89-73c-98. The existing obligation has a current principal balance of approximately \$25,700.00 and is in the original principal amount of \$36,000.00. The obligation has the following payment terms: MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST. 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 instrument 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.

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

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

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

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

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

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the 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) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

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

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

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

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security

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**WAVES OF HOMELESSNESS** *Extreme poverty has already reached* billions as to all households secured by this migration.

**Capitation Headings.** Capitation headings in this MoU shall be used to interpret the provisions of this MoU.

**AMENDMENT.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties set forth in this Mortgage. No alteration or amendment of this Mortgage shall be effective unless given in writing and signed by the parties set forth in this Mortgage. No alteration or amendment of this Mortgage shall be effective unless given in writing and signed by the parties set forth in this Mortgage.

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

**TICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation a notice of default and any notice to cure to Grantee, shall be in writing and shall be effective when actually delivered to, or mailed, shall be deemed delivered when deposited in the United States mail first class, postage prepaid, directed to the addresses shown near the beginning of this instrument. Any party may change his address by giving formal written notice to the other parties specifying that the purpose of the notice is to change his address. All copies of notices of foreclosure from the holder of any interest in this Mortgage shall be sent to Grantee at his address.

searching records, obtaining title reports (including title escrow reports), surveyors, reports, and appraiser fees, and appraisal fees, in addition to all other sums provided by law.

reasonable expenses incurred by landlords in preparing leases or renewals of tenancies, including reasonable expenses for legal advice, preparation of documents, and other expenses of a professional nature.

excluding pursuit of any other remedy, and an election to make expenditures of lease credit to perform an obligation of lessee. Under this mortgage all failure to perform by either party will affect Lender's right to declare a default or exercise any rights under this Mortgage.

Waiver: Election of Remedies. A waiver by any party of a breach of any provision of this Moragga 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 any party to pursue any remedy under this Moragga shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with any provision of this Moragga.

sales, Landlord shall be entitled to bill any public notice sales on the part of any person or persons buying or otherwise dealing with the property.

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

Judicical Disclosure. Lender may obtain a judicial decree forcetlosning Grantors' interests in all or any part of the Property. Delicteney judgment, if permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due under the applicable provision of all amounts received from the debtor under this section.

The marriage agreement or possession of receiver may sever without bond if permitted by law. Lenders' rights to the appurtenant interest in the property will not be affected by the marriage agreement.

rights under this subparagraph shall have the right to be placed as possessor of the property, to operate the property, to receive a receiver appointed to take

then Gantler and to revoke any and all rights or interests in the Gantler's property to make payments of rent or use fees directly to Lender. If no rents are received by Lender within 30 days after the date of the notice of default, Gantler and to render the premises to Lender as Chapter 9 attorney-in-fact to conduct instruments recorded in the name of Gantler and to negotiate a same and collect the proceeds. Payments by tenants of other users to Lender in response to Lender's demand shall be obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise all rights, powers and remedies available under law.

the Uniform Criminal Code.

Accrued interest, including any prepayment penalty which Grantee has the right to declare the entire indebtedness immediately due and payable, under this option without notice to Granter to all or any part of the Personal Property. Lender shall have all the rights and remedies of a secured party under UCC Article 3.

**RIGHTS AND REMEDIES OF DEFENDANT.** 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:

Grants must be used for the purpose for which they were awarded, and may not be used for other purposes, such as弥补其他项目的资金缺口。

**SECTION F** Each of the following shall constitute an addition to and alter this Master Agreement, (a) General Terms and Conditions, (b) Detailed Terms and Conditions, (c) Detailed Terms and Conditions, (d) Detailed Terms and Conditions, (e) Detailed Terms and Conditions, (f) Detailed Terms and Conditions, (g) Detailed Terms and Conditions, (h) Detailed Terms and Conditions, (i) Detailed Terms and Conditions, (j) Detailed Terms and Conditions, (k) Detailed Terms and Conditions, (l) Detailed Terms and Conditions, (m) Detailed Terms and Conditions, (n) Detailed Terms and Conditions, (o) Detailed Terms and Conditions, (p) Detailed Terms and Conditions, (q) Detailed Terms and Conditions, (r) Detailed Terms and Conditions, (s) Detailed Terms and Conditions, (t) Detailed Terms and Conditions, (u) Detailed Terms and Conditions, (v) Detailed Terms and Conditions, (w) Detailed Terms and Conditions, (x) Detailed Terms and Conditions, (y) Detailed Terms and Conditions, (z) Detailed Terms and Conditions.

ACCOMPLISH THE MALLS REFERRED TO IN THE PRECEDING PARAGRAPH.

the County of Leander in writing, grantor shall remainder to [REDACTED] costs and expenses incurred in connection with the preparation of Grantor's deed.

(Continued)

10-30-1992  
Loan No 5005575524

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**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 Robert J. Taylor  
**ROBERT J. TAYLOR**

ROBIE M. TAYLOR

This Mortgage prepared by: TAMARA P. WEINGART

**INDIVIDUAL ACKNOWLEDGMENT**

**STATE OF** ILLINOIS )  
**COUNTY OF** COOK ) 88  
Open )



On this day before me, the undersigned Notary Public, personally appeared ROBERT J. TAYLOR and ROSE M. TAYLOR, 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 30TH day of OCTOBER 1992.

**Residing at** **CHICAGO**

**Notary Public in and for the State of** ILLINOIS **My commission expires** \_\_\_\_\_

EX-10.20 Page 115 Date 8/13/2013 Version 3.10 (6/11/1992 CEI Bankers Serv. Co. Group Inc. All rights reserved. BL-1003 TAYLORRLN12.0V1)

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