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THIS MORTGAGE IS DATED OCTOBER 13, 1992, between HERITAGE TRUST COMPANY T/UT #90-4056, whose address is 17500 SOUTH OAK PARK AVE., TINLEY PARK, IL 60477 (referred to below as "Grantor"); and Heritage Bank, whose address is 17500 South Oak Park Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated July 18, 1990 and known as 90-4056, mortgages 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 erected or attached 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").

WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4, AND THE NORTH 220 FEET OF THE WEST 1/2 OF THE SOUTH EAST 1/4, AND ALL IN SECTION 5, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as SOUTHEAST CORNER OF 139TH & 110TH AVENUE, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-05-301-016-0000 & 27-05-301-029-0000.

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.

Grantor. The word "Grantor" means HERITAGE TRUST COMPANY, Trustee under that certain Trust Agreement dated July 18, 1990 and known as 90-4056. The Grantor is the mortgagee 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 Note 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. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether recovery upon such indebtedness may be or liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether such indebtedness may be or hereafter may become unenforceable.

Lender. The word "Lender" means Heritage 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.

Note. The word "Note" means the promissory note or credit agreement dated October 13, 1992, in the original principal amount of \$1,560,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, amendments of, corrections of, and substitutions for the promissory note or agreement. The interest rate on the Note 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 unpaid principal balance of this Mortgage shall be at a rate of 1.000 percentage point(s) over the index, resulting in an initial rate of 7.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The maturity date of this Mortgage is October 13, 1993. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

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 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, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Grantor shall retain the right to possess and use the Property and collect the Rents from the Property.

CONSTRUCTION MORTGAGE

RECORDATION REQUESTED BY:	
Heritage Bank 17500 South Oak Park Avenue Tinley Park, IL 60477	
WHEN RECORDED MAIL TO:	
Heritage Bank 17500 South Oak Park Avenue Tinley Park, IL 60477	
SEND TAX NOTICES TO:	
HERITAGE TRUST COMPANY T/UT #90-4056 17500 SOUTH OAK PARK AVE TINLEY PARK, IL 60477	
COOK COUNTY, ILLINOIS FILED FOR RECORD 92 NOV 10 PM 1:57	92836427
92947067	SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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...necessary to preserve its value. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "treatment" 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), as amended, 42 U.S.C. Section 9601, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason 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 by any prior owner or occupant of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) 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 compliance of the Property with the section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes 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 warrants any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold Lender harmless 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 this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release accounting prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this 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. Lender shall not cause, conduct or permit any nuisance not permitted, permitted, or suffer any striping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender. 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 this Mortgage. Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities having jurisdiction over the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security (or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest. Duty to Protect. Grantor agrees neither to abandon, nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property. DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A sale or transfer means the conveyance of Real Property or any right, title or interest therein, whether legal or equitable, whether voluntarily or involuntarily, whether by mortgage, deed, assignment, or otherwise, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, as the case may be, of Grantor, the option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law. TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage. Payment. Grantor shall pay when due (and in all events prior to delinquency), all taxes, 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 on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph. Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is threatened as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is threatened, within fifteen (15) days after Grantor has notice of the filing of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security, satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before any action is taken against Lender. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest 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 and assessments against the Property. Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, materials and the cost exceeds \$15,000.00. Grantor will upon request of Lender furnish to Lender advance written satisfactory to Lender that Grantor can and will pay the 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 co-insurance clause, and with a standard mortgagees 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 certificates of coverage from each insurer containing a statement that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less. Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. 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 expenditures, 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 the 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 properly accreted 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. Lapsed 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. Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; the then current replacement value of such property; and the amount of the policy; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraisal made of the property and the replacement cost of the property.

Indemnity. The liability of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Mortgage.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, sale-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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

Insolvency. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Leasehold Estate. The Leasehold Estate is the right to use the property for a fixed period of time, usually 99 years. The Leasehold Estate is created by a lease agreement between the landlord and the tenant. The Leasehold Estate is a personal right, meaning it is only enforceable against the landlord. The Leasehold Estate is not a real property interest, meaning it is not subject to the same rules as a fee simple estate. The Leasehold Estate is a personal right, meaning it is only enforceable against the landlord. The Leasehold Estate is not a real property interest, meaning it is not subject to the same rules as a fee simple estate.

Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall

of a which the payment is made, whether or not any proper grounds for the demand existed. Second, the amount of the payment is not to be determined by the person to whom the payment is made, or through a receiver.

possession of all or any part of the property, with the power to protect and preserve the property, to operate the property proceeding for sale or lease, and to collect the rents from a property and apply the proceeds, over and above the cost of the relationship, against the indebtedness.

The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify

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

[illegible]

Other provisions, covenants shall have no other rights and remedies provided in this mortgage or the notes or additional notes or in equity.

Landlord shall be entitled to bid at any public sale on or any portion of the Property.

Person (10) days before the time of the sale or disposition, shall any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least

Waiver, Election of Remedies. A waiver by any party of a breach of a provision of this 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

...shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage, after failure of Grantor to perform any of the obligations of Grantor under this Mortgage.

expenses incurred by a lender that, in the lender's opinion, are necessary at any time for the protection of its interest or the enforcement of its claim, shall be borne by the borrower. Whether or not any court action is involved, all such expenses shall be paid by the borrower. Expenses incurred by a lender in connection with the enforcement of its claim shall be borne by the borrower. Expenses incurred by a lender in connection with the enforcement of its claim shall be borne by the borrower.

the indebtedness payable on demand and shall bear interest from the date of execution until the date of payment. Expenses incurred by the lender in connection with the loan shall be paid by the borrower. The lender shall not be responsible for the payment of the loan if the borrower fails to pay the loan on demand.

to the extent permitted by applicable law.

Grantor also will pay any court costs, in addition to all other sums provided by law.

[illegible]

own near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address.

SEVERAL PROVISIONS. The following miscellaneous provisions are a part of the Mortgage:

matrices set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Net operating income shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property, as determined by the Property Manager, and shall not include any cash receipts or expenditures for the purpose of capital improvements or for the purpose of operating the Property as a hotel, resort, or other recreational facility. Net operating income shall be determined on an annual basis, and shall be paid to the Owner in cash, in full, on or before the first day of January of the following year. The Property Manager shall provide to the Owner a statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. If the Property is used for purposes other than Grantor's residence, Grantor shall turn to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require.

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 Hearings. Caption hearings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the

provisions of this Mortgage. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time.

paid by or for the benefit of Lender in any capacity, without the written consent of Lender.

anyone who has ever been involved in a lawsuit knows how difficult it can be to find the right lawyer. The process is often overwhelming, especially if you are not familiar with the legal system. This is why many people turn to online resources like Law.com to help them find a lawyer. However, it is important to remember that not all lawyers are created equal. Some may have more experience or expertise than others, and some may be better suited to your specific needs. Therefore, it is crucial to do your research and ask questions before making a decision.

exercised exercise of such powers shall be guaranteed under this Mortgage. Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or

notwithstanding, such finding shall not render the provision invalid as to any other person or circumstances. If feasible, any such provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken from all provisions of this Mortgage in its entirety and all other respects shall remain valid and enforceable.

SUCCESSORS AND ASSIGNS. Should the institution state in this Mortgage or Assignment of Guaranty herein, the Mortgage shall be binding upon

Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of

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92836427

92 DEC 16 AM 11:03

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Belb O'Hagan
Notary Public, State of Illinois
My Commission Expires Dec. 7, 1993

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Notary Public in and for the State of _____
My commission expires _____

Residing at

On this 13 day of October, 1948, before me, the undersigned Notary Public, personally appeared AUTHORIZED AGENT and AUTHORIZED AGENT OF HERITAGE TRUST COMPANY T/U/T #30-4056, and known to me to be authorized agents of the corporation, by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

COUNTRY OF

STATE OF

CORPORATE ACKNOWLEDGMENT

This Mortgage prepared by: X Nanci Morawczynski for Heritage Bank

Answer: 2007

AUTHORIZED AGENT

OPTIONAL FORM NO. 10 (Rev. 11-29-60)

AUTHORIZED AGENT

By:

GRANTOR:

HERITAGE TRUST COMPANY, 790-4066 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR'S LIABILITY. The Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and (indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

Lender and Consignor. 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.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANATOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1501(b) OR ANY SIMILAR LAW, EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANATOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

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.

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

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1881 JESS

Property of Cook County Clerk's Office

1881 JESS

1881 JESS

1881 JESS

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