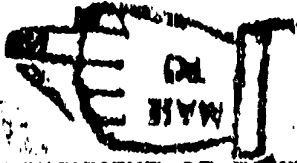


THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Heritage Bank of Lemont
1200 South State Street
Lemont, Illinois 60439



DEPT-01 RECORDING \$69.00
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43904 4 43 4-92-029059
COOK COUNTY RECORDER

CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT, made as of this 13th day of January, 1992, by and between Kim E. Winterfeldt and Joan C. Winterfeldt, his wife (herein called the "Borrower") and Heritage Bank of Lemont, an Illinois banking association ("Bank"), having its principal office and place of business at Woodridge, Illinois;

75128754

WITNESSETH:

Whereas, Borrower has executed and delivered to the Bank a promissory note of even date herewith payable to the Bank in the principal amount of One Hundred Twenty Thousand and no/100----- Dollars (\$120,000.00), payable to the Bank as set forth therein, and with a final payment, equal to the then outstanding principal balance owing thereunder plus all accrued and unpaid interest thereon, being due and payable in full on June 13th, 1992, (said note, together with all notes issued in substitution or exchange therefor or in renewal thereof, and as any of the foregoing may from time to time be amended, is hereinafter called the "Note"); and

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Whereas, Borrower and Bank have entered into that certain Construction Loan Agreement (the "Loan Agreement") of even date herewith, pursuant to which Bank has agreed to make a construction loan (the "Loan") to Borrower all on the terms and conditions set forth in the Loan Agreement, said loan to be evidenced by the Note; and

Whereas, Bank is desirous of securing the prompt payment of the Note, together with interest thereon in accordance with the terms of the Note, as well as any additional indebtedness accruing to Bank on account of any future payments, advances or expenditures made by Bank pursuant to the Note, the Loan Agreement, or this Mortgage (said Mortgage, as the same may be amended from time to time, being herein called the "Mortgage") or any other document or instrument securing the indebtedness evidenced by the Note, all of the foregoing hereinafter sometimes collectively called the "indebtedness secured hereby";

Now, Therefore, to secure the performance and observance by

69.00
Merrill

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Borrower of all of the terms, covenants and conditions in the Note, the Loan Agreement and in this Mortgage contained, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to the Borrower duly paid by the Bank on or before the delivery of this Mortgage, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Borrower has executed and delivered this Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, warrant and confirm, unto the Bank and its successors and assigns, forever, all of the following described property (which is hereinafter sometimes referred to as the "Mortgaged Property"), to-wit:

A. All those certain tracts, pieces or parcels of land more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Land");

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, equipment, appliances, systems, building materials and personal property of every kind and nature whatsoever, including, without limitation, all gas and electric fixtures, radiators, heaters, ranges, plumbing and heating fixtures and systems, carpeting and other floor coverings, water heaters, mantels, air conditioning apparatus and systems, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said building, structures or improvements, or which are or shall be located in, on or about the Land, or which, wherever located (including, without limitation, in warehouses or other storage facilities or in the possession of or on the premises of vendors or manufacturers thereof), are used or intended to be used in or in connection with the construction, fixturing, equipping, furnishing, use, operation or enjoyment of the Land or the improvements thereon, all warehouse receipts or other documents of title relating to any of the foregoing and all permits, licenses and franchises now or hereafter owned by the Borrower, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, together with the benefit of any deposits or payments now or hereafter made by the Borrower or on its behalf in connection with any of the foregoing; and

C. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, licenses, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging,

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relating or appertaining to the Mortgaged Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower and the reversion and reversions, remainder and remainders, and the rents, issues, profits and revenues of the Mortgaged Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same;

To Have and To Hold the Mortgaged Property and all parts thereof unto the Bank, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein contained;

Without limitation of the foregoing, the Borrower hereby further grants unto the Bank, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which property includes, without limitation, goods which are or are to become fixtures.

This Mortgage is Given To Secure: (a) payment of the indebtedness secured hereby and (b) performance of each and every of the covenants, conditions and agreements contained in this Mortgage, in the Note, in the Loan Agreement and in any other agreement, document or instrument to which reference is expressly made in this Mortgage or which secures the payment of the indebtedness secured hereby or any portion thereof.

It is expressly understood and agreed that the indebtedness secured hereby will in no event exceed two hundred percent (200%) of (i) the total face amount of the Note plus (ii) the total interest which may hereafter accrue on such face amount.

Provided, However, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Bank the principal and interest payable pursuant to the Note, at the time and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall keep, perform and observe all and singular the covenants and promises in the Note and in this Mortgage expressed to be kept, performed and observed by and on the part of the Borrower, then this Mortgage shall cease, terminate and be void, but shall otherwise remain in full force and effect.

And the Borrower covenants and agrees with the Bank that:

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ARTICLE I

1.01 Performance of Note and Mortgage. The Borrower will perform, observe and comply with all of the provisions hereof and of the Note and the Loan Agreement and will duly and punctually pay to the Bank the sum of money expressed in the Note with interest thereon at the times and in the manner provided in the Note and all other sums required to be paid by the Borrower pursuant to the provisions of this Mortgage and the Loan Agreement, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.02 Warranty of Title. At the time of the delivery of these presents, Borrower is well seized of an indefeasible estate in fee simple in the portion of the Mortgaged Property which constitutes real property and owns good title to the portion of the Mortgaged Property which constitutes personal property, subject only to those matters described in any title insurance policy issued in favor of and accepted by the Bank in connection with this Mortgage, and has good right, full power and lawful authority to convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, easements, covenants, conditions, restrictions, matters and encumbrances whatsoever, including, as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature; and that the Borrower shall and will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

Borrower further warrants that it has full right, power, and authority to execute and deliver this Mortgage to Bank.

1.03 Tax and Insurance Deposits. If required by the Bank, the Borrower will pay to the Bank on the first day of each month, together with and in addition to the payment required under the Note, until all indebtedness secured hereby is fully paid, an amount equal to one-twelfth (1/12) of the yearly (i) taxes, assessments and other similar charges as estimated by the Bank to be sufficient to enable the Bank to pay at least thirty (30) days before they come due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof, and (ii) premiums for insurance required by Paragraph 1.06 hereof as estimated by the Bank to be sufficient to enable the Bank to pay at least thirty (30) days before they become due all such premiums for insurance. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Bank or its designee, and no interest shall be payable in respect thereof. Payment by the Bank for such purposes may be made by the Bank at its discretion even though subsequent owners of the Mortgaged Property may benefit thereby. In refunding (at its election) any of the amounts held by the

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Bank pursuant to this Paragraph 1.03, the Bank may deal with whomever is represented to be the owner of the Mortgaged Property at such time. Upon demand of the Bank, the Borrower agrees to deliver to the Bank such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Bank to pay such taxes, assessments and other similar charges and insurance premiums. The Bank may apply to the reduction of the sums secured hereby, in such manner as the Bank shall determine, any amount held by the Bank hereunder.

1.04 Taxes, Liens and Other Charges. (a) The Borrower will pay promptly, when and as due, and will promptly exhibit to the Bank receipts for the payment of, all taxes, assessments, water rates, license fees, dues, charges, fines and impositions of every nature whatsoever charged, imposed, levied or assessed or to be charged, imposed, levied, or assessed upon or against the Mortgaged Property or any part thereof; or upon the interest of the Bank in the Mortgaged Property (other than any of the same for which amounts have been paid to the Bank pursuant to Paragraph 1.03 and for which the Borrower furnishes bills at least thirty (30) days prior to the date the same are due), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality or other taxing authority in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would or could become a lien or charge upon the Mortgaged Property, or any part thereof.

(b) The Borrower will not suffer any mechanic's, laborer's, materialmen's, statutory or other lien or any security interest or encumbrance to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Bank, all sums secured by this Mortgage and all interest accrued thereon shall, at the option of the Bank, become immediately due and payable.

(d) The Borrower will pay when due any charges for utilities, whether public or private, with respect to the Mortgaged Property or any part thereof and all license fees, rents or other charges for the use of vaults, canopies or other appurtenances to the Mortgaged Property.

1.05 No Tax Credits. The Borrower will not claim or demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby, for so much of the taxes, assessments or

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similar charges assessed against the Mortgaged Property or any part thereof, as are applicable to the indebtedness secured hereby or to the Bank's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note or this Mortgage.

1.06 Insurance. The Borrower will procure for, deliver to and maintain for the benefit of the Bank during the term of this Mortgage, a policy or policies (i) insuring the Mortgaged Property against fire, lightning, vandalism, malicious mischief, all other perils insured against under "extended coverage", and such other insurable perils as the Bank may require, including, without limitation, perils covered under a so-called "all perils" endorsement, in an amount equal to the full replacement value of the Mortgaged Property and in an amount sufficient to avoid application of any coinsurance clause (but in no event less than the stated principal amount of the Note), (ii) affording such other or additional coverage as from time to time may be requested by the Bank, including, without limitation, comprehensive general liability insurance, umbrella liability insurance, boiler and pressurized vessel insurance and dram shop insurance (if any are applicable to the Mortgaged Property), and, if any part of the Mortgaged Property is in a flood area (as defined under the Flood Disaster Protection Act of 1973), flood insurance, (iii) during the making or construction of any alterations or improvements to the Mortgaged Property, insurance covering claims based on the owner's contingent liability not covered by the insurance provided in subparagraph (ii) above and Workmen's Compensation insurance covering all persons engaged in making such alterations or improvements

The Borrower shall pay for all premiums on such policies and, if amounts have been deposited with the Bank for the payment thereof pursuant to Paragraph 1.03 hereof, the Borrower shall furnish to the Bank premium notices at least thirty (30) days before the same are due. The companies issuing such policies, and the amounts, forms, expiration dates and substance of such policies shall be acceptable to the Bank. All such insurance policies shall contain, in favor of the Bank, an endorsement that no act or negligence of the insured or any occupant and no occupancy or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of the policies will affect the validity or enforceability of such policies as against Bank, shall be written in amounts sufficient to prevent Bank from becoming a co-insurer, shall contain a full Replacement Cost endorsement in a form satisfactory to Bank and shall provide that the same may not be cancelled or amended by any party for any reason whatsoever without first giving Bank at least thirty (30) days prior written notice of any proposed cancellation or amendment. At least fifteen (15) days prior to the expiration date of each such policy, renewal thereof satisfactory to the

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Bank shall be delivered to the Bank. The Borrower shall deliver to the Bank receipts evidencing the payment for all such insurance policies and renewals. The delivery of the insurance policies shall constitute an assignment as further security for the indebtedness secured hereby of all unearned premiums. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

The Bank is hereby authorized and empowered, at its option, to make or file proofs of loss or damage and to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Bank instead of to the Borrower. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, the Bank may apply the net proceeds or any part thereof, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it, whether then matured or to mature in the future, or at the option of the Bank, such sums either wholly or in part may be paid over to the Borrower, on such terms and conditions as the Bank in its discretion may specify, to be used to repair the building, structures or improvements, or to build new ones in their place, or for any other purpose or object satisfactory to the Bank, without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. The Bank shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.07 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term, when used in this Mortgage, shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall, at the option of the Bank, become immediately due and payable. The Bank shall be entitled to all compensation, awards and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights, actions and proceedings, and the right thereto, are hereby assigned by the Borrower to the Bank. After deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, the Bank

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may apply the net proceeds or any part thereof, at its option, either toward restoring the Mortgaged Property or as a credit on any portion of the indebtedness secured hereby selected by it whether then matured or to mature in the future, or for any other purpose or object satisfactory to the Bank without affecting the lien of this Mortgage. The Borrower agrees to execute such further assignments of any compensation, awards, damages, claims, rights, actions and proceedings as the Bank may require. The Bank shall not be held responsible for any failure to collect any amount in connection with any such proceeding regardless of the cause of such failure.

1.08 Care of the Property. (a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. The Borrower will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as provided in the Loan Agreement, no buildings, structures, improvements, fixtures, personal property or other part of the Mortgaged Property shall be removed, added to, demolished or altered structurally or non-structurally to any extent without the prior written consent of the Bank.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Bank.

(d) The Bank or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours during the term of this Mortgage.

(e) The Borrower will promptly comply and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor and whether or not the same are made available by the Bank for such purpose. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Bank.

1.09 Further Assurances; After Acquired Property. At any time and from time to time, upon request by the Bank, the Borrower will make, execute and deliver or cause to be made, executed and delivered, to the Bank, and where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Bank, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of the Bank, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve (a) the obligations of the Borrower under the Note, the Loan Agreement and this Mortgage, and (b) the lien and security interest of this Mortgage as a first and prior lien and security interest upon all of the Mortgaged Property, whether now or hereafter acquired by the Borrower. Upon any failure by the Borrower so to do, the Bank may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of the Borrower, and the Borrower hereby irrevocably appoints the Bank the agent and attorney-in-fact of the Borrower to do so. The lien and security interest hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of any improvements now or hereafter located on the Mortgaged Property or any part thereof.

1.10 Leases and Other Agreements Affecting the Mortgaged Property. The Borrower will duly and punctually perform all terms, covenants, conditions and agreements binding upon it or the Mortgaged Property under any lease or any other agreement or instrument of any nature whatsoever which involves or affects the Mortgaged Property or any part thereof. The Borrower represents and warrants that it has heretofore furnished the Bank with true and complete copies of all such leases, agreements and instruments existing on the date of this Mortgage. The Borrower agrees to furnish the Bank with executed copies of all leases hereafter entered into with respect to all or any part of the Mortgaged Property. The Borrower will not, without the express written consent of the Bank, enter into any new lease or modify, surrender, terminate, extend or renew, either orally or in writing, any lease now existing or hereafter created upon the Mortgaged Property or any part thereof, nor will the Borrower permit an assignment or sublease without the express written consent of the Bank. If the Bank so requests, the Borrower shall cause the tenant under each of any of such leases to enter into subordination and attornment agreements with the Bank which are satisfactory to the Bank. The Borrower will not

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accept payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent without the express written consent of the Bank. In order to further secure payment of the Note and the observance, performance and discharge of the Borrower's obligations hereunder, the Borrower hereby assigns, transfers and sets over to the Bank all of the Borrower's right, title and interest in, to and under all of the leases now or hereafter affecting the Mortgaged Property or any part thereof and in and to all of the rents, issues, profits, revenues, awards and other benefits now or hereafter arising from the Mortgaged Property or any part thereof. Unless and until an event of default hereunder occurs, the Borrower shall be entitled to collect the rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property (except as otherwise provided in this Mortgage) as and when they become due and payable. The Bank shall be liable to account only for rents, issues, profits, revenues, awards and other benefits of the Mortgaged Property actually received by the Bank pursuant to any provision of this Mortgage.

1.11 Expenses. The Borrower will immediately upon demand pay or reimburse the Bank for all reasonable attorneys' fees, costs and expenses incurred by the Bank in any proceedings involving the estate of a decedent, an insolvent or a bankrupt, or in any action, proceeding or dispute of any kind in which the Bank is made a party, or appears as an intervenor or party plaintiff or defendant, affecting or relating to the Note, this Mortgage, the Borrower, any of the beneficiaries of the Borrower or the Mortgaged Property, including, but not limited to, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof, and any such amounts paid by the Bank shall be added to the indebtedness secured hereby and secured by the lien and security interest of this Mortgage, and shall bear interest at the rate provided in the Note for interest payable after default (the "Default Rate"). Borrower agrees to pay all release and recording fees in connection with the release of all or any portion of the Mortgaged Property from the lien of this Mortgage.

1.12 Books, Records, and Accounts. The Borrower will keep and maintain or will cause to be kept and maintained proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Mortgaged Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Mortgaged Property, whether such income or expenses be realized by the Borrower or by any other person or entity whatsoever excepting lessees unrelated to and unaffiliated with the Borrower and who leased from the Borrower portions of the Mortgaged Property for the purpose of occupying same. The Bank or its

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designee shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of the Borrower or other person or entity maintaining such books, records and accounts and to make copies or extracts thereof as the Bank shall desire. The Borrower will also from time to time furnish to the Bank such other audited and unaudited financial statements and information as the Bank may request.

1.13 Estoppel Affidavits. The Borrower, within ten (10) days after written request from the Bank, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.

1.14 Subrogation. The Bank shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby.

1.15 Impairment of Security. Without limitation of any other provision hereof, the Borrower will not assign, in whole or in part, the rents, income or profits arising from the Mortgaged Property without the prior written consent of the Bank; any such assignment made without the Bank's prior written consent shall be null and void and of no force and effect and the making thereof shall, at the option of the Bank, constitute a default under this Mortgage. Without limitation of the foregoing, the Borrower will not in any other manner impair the security of this Mortgage for the payment of the indebtedness secured hereby.

1.16 Use of Mortgaged Property. The Borrower will not make, suffer or permit, without the prior written consent of the Bank, any use of the Mortgaged Property for any purpose other than that for which the same is used or intended to be used as of the date of this Mortgage.

Borrower represents and warrants that the Mortgaged Property and Borrower's use of the Mortgaged Property complies with all existing applicable laws, ordinances and regulations of governmental authorities. Borrower further warrants that the Mortgaged Property contains sufficient parking spaces to comply with all applicable zoning and other regulations.

1.17 Use of Proceeds. (a) The Borrower represents and agrees that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in the Loan Agreement.

(b) All agreements between the Borrower and the Bank (including, without limitation, this Mortgage, the Note, the Loan Agreement and any other documents securing the indebtedness

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secured hereby) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Bank exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Note or any other documents securing the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve payment of interest exceeding the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois, and if for any reason whatsoever, the Bank shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the principal of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.

1.18 Prohibition of Transfer. The Borrower will not, without the prior written consent of the Bank, sell, assign or transfer, whether by operation of law or otherwise, or contract to sell, assign or transfer all or any portion of its interest in the Mortgaged Property. If the Borrower is a trust, the Beneficiary (hereinafter defined) shall not, without the prior written consent of the Bank, sell, assign or transfer, whether by operation of law or otherwise, or contract to sell, assign or transfer, all or any portion of the beneficial interest in the trust that is the Borrower. If the Borrower or any Beneficiary is a partnership or a corporation, no partnership interest or stock interest in the Borrower or such Beneficiary shall be sold, assigned, or transferred without the prior written consent of the Bank. Any such sale, assignment or transfer made or contracted for without the Bank's prior written consent shall be null and void and of no force and effect, but the attempt at the making thereof or contracting therefor shall, at the option of the Bank, constitute an event of default under this Mortgage. If the Borrower is a trust, the term "Beneficiary" as used in this Mortgage, shall mean each person or entity that possesses a beneficial interest in such trust.

1.19 Prohibition of Further Encumbrances. The Borrower will not, without the prior written consent of the Bank, further mortgage, grant a deed of trust, pledge or otherwise encumber, whether by operation of law or otherwise, all or any of its interest in the Mortgaged Property. If the Borrower is a trust, no Beneficiary shall, without the prior written consent of the Bank, mortgage, pledge, create a security interest in or otherwise encumber all or any portion of its beneficial interest in the trust that is the Borrower. Any such encumbrance made without the Bank's prior written consent shall be null and void and of no force or effect, but the attempt at the making thereof shall, at the option of the Bank, constitute an event of default

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under this Mortgage.

1.20 Environmental Compliance, Disclosure and Indemnity.

(a) The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, or other applicable state or federal laws, rules, or regulations (all as may be from time to time amended). Borrower represents and warrants to Bank that (i) during the period of Borrower's ownership of the Mortgaged Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under or about the Mortgaged Property; (ii) Borrower has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Bank in writing, any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any prior owners or occupants of the Mortgaged Property, or any actual or threatened litigation or claims of any kind by any person relating to such matters; (iii) except as previously disclosed to and acknowledged by Bank in writing, neither Borrower nor any tenant, contractor, agent or other authorized user of the Mortgaged Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under or about the Mortgaged Property, and 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 referenced above.

(b) Borrower represents and warrants to Bank that the Mortgaged Property is not subject to the Illinois Responsible Property Transfer Act ("Act"), or, if the Mortgaged Property is subject to the Act, Borrower has made all required disclosures as set forth in the Act, including, without limitation, those required to be made to Bank.

(c) Borrower authorizes Bank and its agents to enter upon the Mortgaged Property to make such inspections and tests as Bank may deem appropriate to determine compliance of the Mortgaged Property with this Section 1.20 of this Mortgage. Any inspections or tests made by Bank shall be for Bank's purposes only and shall not be construed to create any responsibility or liability on the part of Bank to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Mortgaged Property for hazardous waste. Borrower hereby (i) releases and waives any future claims against Bank for indemnity or contribution in the

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event Borrower becomes liable for cleanup or other costs under any such laws, and (ii) agrees to indemnify and hold harmless Bank against any and all claims, losses, liabilities, damages, penalties, and expenses which Bank may directly or indirectly sustain or suffer resulting from a breach of this Section 1.20 of this Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Borrower's ownership or interest in the Mortgaged Property, whether or not the same was or should have been known to Borrower. The provisions of this Section 1.20 of this Mortgage, including, without limitation, 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 Bank's acquisition of any interest in the Mortgaged Property, whether by foreclosure or otherwise.

ARTICLE II

2.01 Events of Default. The terms "event of default" and "events of default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to pay when due any payment of interest under the Note and the continuation of such failure for five (5) days after notice thereof to the Borrower, or the failure by the Borrower to pay when due (whether by acceleration, maturity or otherwise) any payment of principal under the Note or to make when due any deposits required by Paragraph 1.03 hereof; or

(b) Failure by the Borrower to duly observe or perform any other term, covenant, condition or agreement of this Mortgage and the continuation thereof for fifteen (15) days after notice thereof to the Borrower; or

(c) The breach of any of the representations or warranties of the Borrower as set forth in this Mortgage; or

(d) The occurrence of any event of default or default, as the case may be, under the Note, under the Loan Agreement or under any other agreement or instrument providing collateral for or guaranteeing the repayment of the Note (and not constituting an event of default under subparagraph (a) above); or

(e) The filing by the Borrower or any guarantor of the indebtedness secured hereby of a voluntary petition in bankruptcy or the Borrower's or such guarantor's adjudication as a bankrupt or insolvent, or the filing by the Borrower or guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Borrower or such guarantor under any present or future federal, state or other law or regulation

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relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's or guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower or such guarantor or any portion of their respective assets or of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of Borrower's or such guarantor's inability to pay debts generally as they become due; or

(f) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Borrower or guarantor of the indebtedness secured hereby seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other similar relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or such guarantor of all or any part of the Mortgaged Property or of any or all of the rents, issues, profits or revenues thereof without its consent or acquiescence, which appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(g) A material adverse change shall occur in the financial condition of the Borrower or any guarantor of the indebtedness secured hereby or in the value of the Mortgaged Property or Bank shall otherwise reasonably deem itself to be insecure.

2.02 Acceleration of Maturity. If an event of default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Bank, immediately become due and payable without notice or demand.

2.03 Bank's Right to Enter and Take Possession, Operate and Apply Revenues. (a) If an event of default shall have occurred and be continuing, the Borrower, upon demand of the Bank, shall forthwith surrender to the Bank the actual possession, and if and to the extent permitted by law, the Bank itself, or by such officers or agents as it may appoint, may enter and take possession, of all or any part of the Mortgaged Property, and may exclude the Borrower and its agents and employees wholly therefrom, and may have joint access with the Borrower to the books, papers and accounts of the Borrower.

(b) If the Borrower shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof

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after such demand by the Bank, the Bank may obtain a judgment or decree conferring on the Bank the right to immediate possession or requiring the delivery of immediate possession of all or part of such Mortgaged Property to the Bank, to the entry of which judgment or decree the Borrower specifically consents.

(c) The Borrower will pay to the Bank, upon demand, all expenses (including, without limitation, reasonable fees and expenses of attorneys, accountants and agents) of obtaining such judgment or decree or of otherwise seeking to enforce its rights under the Note or this Mortgage; and all such expenses shall, until paid, be secured by the Mortgage and shall bear interest at the Default Rate.

(d) Upon every such entering upon or taking of possession, the Bank may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty or other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Borrower to the same extent as the Borrower could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Bank, all as the Bank from time to time may determine to be to its best advantage. The Bank may collect and receive all the rents, issues, profits and revenue of the same, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as the Bank may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Bank, shall apply the remainder of the monies and proceeds so received by the Bank, first to payment of accrued interest; second to the payment of deposits required in Paragraph 1.03 hereof; and third to the payment of principal.

(e) The Bank shall have no liability for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith.

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2.04 Performance by the Bank of Defaults. If default shall occur in the payment, performance or observance of any term, representation, warranty, covenant or condition of this Mortgage (whether or not the same shall constitute an event of default), the Bank may, at its option, pay, perform, or observe the same or take any action necessary to cause any representation or warranty to be true, and all payments made or costs or expenses incurred by the Bank in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Bank with interest thereon at the Default Rate. The Bank shall be the sole judge of the necessity for any such actions and of the amounts to be paid. The Bank is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Borrower or any person in possession holding under the Borrower.

2.05 Receiver. If an event of default shall have occurred and is continuing, the Bank, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the occupancy or value of any security for the indebtedness or the insolvency of any party bound for its payment to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits, and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law. The Borrower will pay to the Bank upon demand (with interest thereon at the Default Rate) all reasonable expenses, including receiver's fees, attorneys' fees, costs and agent's compensations, incurred pursuant to the provisions of this Paragraph 2.05; and all such expenses shall be secured by this Mortgage and shall bear interest at the Default Rate.

2.06 The Bank's Power of Enforcement. If an event of default shall have occurred and be continuing, the Bank may, either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Mortgage or any other right, (b) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or otherwise, as the Bank may determine, and (c) to pursue any other remedy available to it, all as the Bank shall deem most effectual for such purposes. The Bank may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Bank may determine. The Bank may elect to pursue any one or more or all of the foregoing.

To the extent permitted by applicable law, Bank may obtain a

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judgment for any deficiency remaining in the indebtedness secured hereby due to Bank after application of all amounts received from the exercise of the rights provided in this Mortgage.

2.07 Purchase by the Bank. Upon any foreclosure sale, the Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.08 Fees and Expenses: Application of Proceeds of Sale. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness secured hereby in the decree for sale all reasonable costs and expenses which may be paid or incurred by or on behalf of the Bank or holders of the Note for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Mortgaged Property, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies, Certificates of Title issued by the Registrar of Titles (Torrens certificates), and similar data and assurances with respect to title as the Bank or holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Property or for any other reasonable purpose. The amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale. In the event of a foreclosure sale of the Mortgaged Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, then to insurance premiums, liens, assessments, taxes and charges, including utility charges, then to payment of the outstanding principal balance of the indebtedness secured hereby, then to the accrued interest on all of the foregoing, and finally the remainder, if any shall be paid to the Borrower.

2.09 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. The Borrower agrees to the full extent permitted by law, that if an event of default occurs hereunder, neither the Borrower nor anyone claiming through or under Borrower shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the property hereby conveyed, or the final and absolute putting into possession thereof, after such sale, of the purchasers thereat, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives and releases

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to the full extent that it may lawfully so do, the benefit of all such laws (including, without limitation, all rights under and by virtue of the redemption and homestead exemption laws of the State of Illinois) and any and all rights to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

2.10 Leases. The Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Bank to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.11 Discontinuance of Proceedings and Restoration of the Parties. In case the Bank shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Bank, then and in every such case the Borrower and the Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Bank shall continue as if no such proceeding had been taken.

2.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Bank by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.13 Waiver. No delay or omission of the Bank or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Bank may be exercised from time to time and as often as may be deemed expedient by the Bank. No consent or waiver, expressed or implied, by the Bank to or of any breach or default by the Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of the Borrower hereunder. Failure on the part of the Bank to complain of any acts or failure to act or to declare an event of default, irrespective of how long such failure continues, shall not constitute a waiver by the Bank of its rights hereunder or impair any rights, powers or remedies on account of any breach or

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default by the Borrower.

If the Bank (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment of any sums secured hereby; (c) waives or does not exercise any right granted herein or in the Note or in any other document or instrument securing the Note; (d) releases with or without consideration any of the Mortgaged Property from the lien of this Mortgage or any other security for the payment of the indebtedness secured hereby; (e) changes any of the terms, covenants, conditions or agreements of the Note or this Mortgage or in any other document or instrument securing the Note; (f) consents to the filing of any map, plat or replat or condominium declaration affecting the Mortgaged Property; (g) consents to the granting of any easement or other right affecting the Mortgaged Property; or (h) makes or consents to any agreement subordinating the lien hereof; any such act or omission shall not release, discharge, modify, change or affect (except to the extent of the changes referred to in clause (e) above) the original liability under the Note, this Mortgage or any other obligation of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Bank from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Bank, shall the lien of this Mortgage or the priority thereof be altered thereby, whether or not there are junior lienors and whether or not they consent to any of the foregoing. In the event of the sale or transfer, by operation or law or otherwise, of all or any part of the Mortgaged Property, the Bank, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to such portion of the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings. The foregoing shall not limit the prohibition against such sale or transfer set forth in Paragraph 1.18 hereof.

Without limitation of the foregoing, the right is hereby reserved by the Bank to make partial release or releases of the Mortgaged Property, or of any other security held by the Bank with respect to all or any part of the indebtedness secured hereby, without notice to, or the consent, approval or agreements of, other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity or priority of this Mortgage on the portion of said property not so released.

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ARTICLE III

3.01 Suits to Protect the Mortgaged Property. The Bank shall have the power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, regulation, rule, order or other requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, regulation, rule, order or other requirement would impair the security hereunder or be prejudicial to the interest of the Bank, and all costs and expenses incurred by the Bank in connection therewith (including, without limitation, attorneys' fees) shall be paid by the Borrower to the Bank on demand (with interest at the Default Rate) and shall be additional indebtedness secured hereby.

3.02 The Bank May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Borrower, its creditors or its property, the Bank, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Bank allowed in such proceedings for the entire amount due and payable by the Borrower under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Borrower hereunder after such date.

3.03 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon the Borrower and the Bank and their respective heirs, executors, legal representatives, successors, and assigns. Whenever a reference is made in this Mortgage to the Borrower or the Bank, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of the Borrower or the Bank.

3.04 Notices. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All such notices, demands and requests by the Bank to the Borrower shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, return receipt requested, postage prepaid,

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addressed to the Borrower at:

Kim E. Winterfeldt
Joan C. Winterfeldt
300 Freehauf St.
Lemont, IL 60439

or to such other address as the Borrower may from time to time designate by written notice to the Bank given as herein required. All notices, demands, and requests by the Borrower to the Bank shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Bank at :

Heritage Bank of Lemont
1200 South State Street
Lemont, Illinois 60439
Attention: David Boch, President

or to such other address as the Bank may from time to time designate by written notice to the Borrower given as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the time such notice, demand or request shall be deposited in the mails.

3.05 Terminology. All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Mortgage itself, and all references herein to Articles, Sections or Paragraphs shall refer to the corresponding Articles, Sections or Paragraphs of this Mortgage unless specific reference is made to such Articles, Sections or Paragraphs of another document or instrument.

3.06 Severability. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.07 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Illinois.

3.08 Security Agreement. This Mortgage shall be construed as a "security agreement" within the meaning of and shall create

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a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures or personal property. The Bank shall have the rights with respect to such fixtures and personal property afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded the Bank by this Mortgage or any other agreement.

3.09 Modification. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.10 No Merger. It being the desire and the intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Bank acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary intent is manifested by the Bank as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.11 Delivery of Summons Etc. If any action or proceeding shall be instituted to evict the Borrower or recover possession of the Mortgaged Property or any part thereof or otherwise affecting the Mortgaged Property or this Mortgage, the Borrower will immediately, upon service thereof on or by the Borrower, deliver to the Bank a true copy of each precipe, petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers, however designated, served in any such action or proceeding.

3.12 No Partnership. Borrower acknowledges and agrees that in no event shall Bank be deemed to be a partner or joint venturer with Borrower. Without limitation of the foregoing, Bank shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document securing any portion of the indebtedness secured hereby or on account of receiving contingent interest, if any, or any release fee for partial releases of this Mortgage, or otherwise.

3.13 Joint and Several. If the Borrower consists of more than one person or entity, the liability of each hereunder shall be joint and several.

3.14 Construction Loan. It is expressly understood that the principal amount evidenced by the Note is to be used to pay

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for costs and expenses incurred in connection with certain construction work to be performed and located on the Mortgaged Property as provided for in the Loan Agreement. Borrower covenants and agrees that all such construction work and improvements will be completed in a good and workmanlike manner, in accordance with all building, zoning, and other applicable governmental laws, orders, regulations, rules, permits and requirements affecting the Mortgaged Property.

3.15 Costs and Expenses. Borrower will pay, on demand by Bank, all expenses, charges, costs and fees incurred by the Bank in connection with the Loan and this Mortgage or otherwise in connection with the indebtedness secured hereby, including, without limitation, all recording fees and charges, title insurance premiums, attorney's fees and legal expenses, escrow fees and fees of any agents employed by Bank to inspect the Mortgaged Property from time to time.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the day and year first above written.

Kim E. Winterfeldt
Kim E. Winterfeldt

Joan C. Winterfeldt
Joan C. Winterfeldt

ACKNOWLEDGEMENT

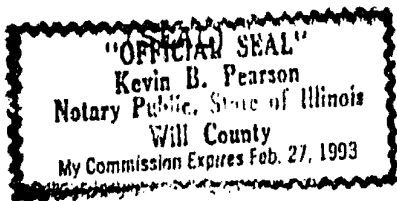
STATE OF ILLINOIS)
COUNTY OF Will) SS

I, KEVIN B. PEARSON, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Kim E. Winterfeldt & Joan C. Winterfeldt his wife, who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of January, 1992.

Kevin B. Pearson
Notary Public

My Commission Expires: 2/27/93



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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

Street Address: Lot 7 in Turner's Grove *AKA 59 EMILY LANE*
LEMONT, IL
PIN # 22-32-304-002

Lot 7 in Turner's Grove, being a subdivision in section 32,
Township 37 North, Range 11, East of the Third Principal
Meridian, according to the plat thereof recorded December 8,
1988 as Document number 88-566769, in Cook County, Illinois.

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