







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

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

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

**Taxes.** The following are all constitute taxes to which this section applies: (a) a property tax of any type of Mortgage or upon a lien or part of the indebtedness secured by this Mortgage; (b) a special tax on Grantor which Grantor would have been required to pay if it had been the party to the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage or any other part of the principal of the debt of this Mortgage Agreement; and (d) a novated tax or any other part of the indebtedness or payments of principal and interest thereon, Grantor.

**Subsequent Taxes.** Any tax to which this section applies is levied subsequent to the date of this Mortgage. If an event shall have the same effect as an Event of Default as defined below, and Lender may, at any time, make any such tax as a condition of an Event of Default, such tax shall be paid by Grantor, either (a) pay the tax before it becomes delinquent, or (b) pay the tax as provided in the Tax and Assessment and Dispute Resolution section of a Uniform Residential Real Property Report, if any, attached to this Mortgage.

**SECURITY AGREEMENT; FINANCING STATEMENTS** The following provisions relate to the Mortgage and any other security agreement and this Mortgage:

**Security Agreement.** This Mortgage and any other security agreement, together with the Real Property, shall constitute a security agreement for the property, and Lender shall have a lien on the Real Property, and the Uniform Commercial Code shall apply to this security agreement.

**Security Interest.** Lender shall have a security interest in the Real Property, in addition to the lien on this Mortgage. In the Real Property, Lender may, at any time, and without other authorization from Grantor, the executed security agreement, in reproduction of this Mortgage as a financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement.

**Addresses.** The mailing addresses of Grantor shall be the addresses of Lender, required party, from which all notices, including the notices, shall be granted by this Mortgage, may be delivered, as the required party, from the Uniform Commercial Code, are listed in the Uniform Commercial Code.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT** The following provisions relate to the Mortgage and any other security agreement and this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request by Lender, Grantor shall execute such documents and take whatever other steps may be necessary to perfect and continue Lender's security interest in the Real Property, in addition to the lien on this Mortgage. In the Real Property, Lender may, at any time, and without other authorization from Grantor, the executed security agreement, in reproduction of this Mortgage as a financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement.

**Attorney-in-Fact.** Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement.

**FULL PERFORMANCE.** Grantor shall pay all the indebtedness, with interest, as provided in this Mortgage, and shall perform all the obligations imposed upon Grantor under this Mortgage. Lender shall have a lien on the Real Property, in addition to the lien on this Mortgage. In the Real Property, Lender may, at any time, and without other authorization from Grantor, the executed security agreement, in reproduction of this Mortgage as a financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement.

**DEFAULT.** Failure to pay any of the indebtedness, with interest, as provided in this Mortgage, shall constitute a default under this Mortgage. Lender shall have a lien on the Real Property, in addition to the lien on this Mortgage. In the Real Property, Lender may, at any time, and without other authorization from Grantor, the executed security agreement, in reproduction of this Mortgage as a financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement.

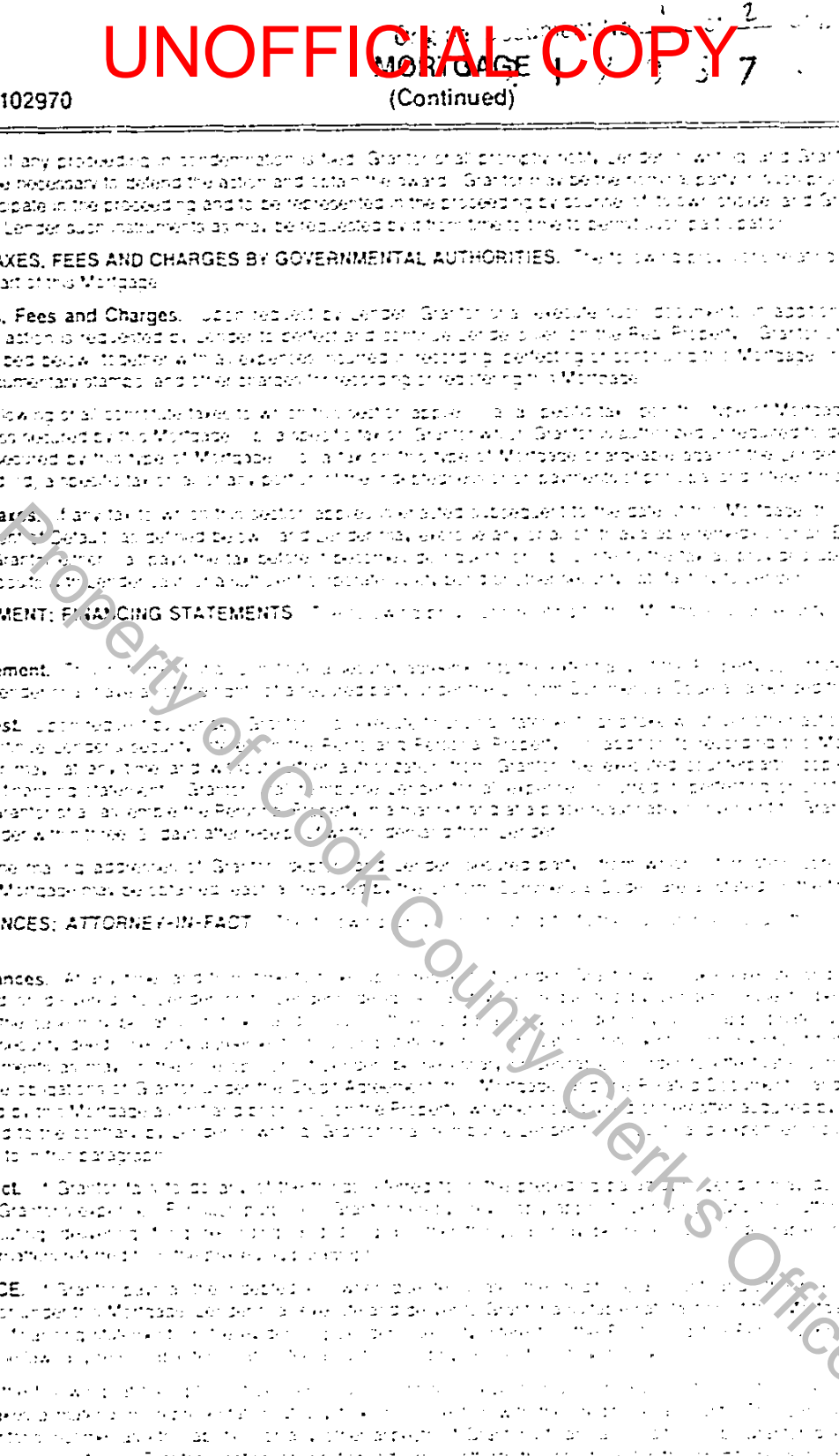
**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender shall be entitled to exercise any one or more of the following rights and remedies, in addition to any other rights or remedies available under applicable law:

**Accelerate Indebtedness.** Lender shall have the right to declare the indebtedness, with interest, as provided in this Mortgage, due and payable, including any unpaid interest, when Grantor would be required to pay.

**UCC Remedies.** With respect to any part of the Real Property, Lender shall have a lien on the Real Property, in addition to the lien on this Mortgage. In the Real Property, Lender may, at any time, and without other authorization from Grantor, the executed security agreement, in reproduction of this Mortgage as a financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement.

**Collect Rents.** Lender shall have the right to collect any rents, including any unpaid interest, as provided in this Mortgage, due and payable, including any unpaid interest, when Grantor would be required to pay. Lender shall have a lien on the Real Property, in addition to the lien on this Mortgage. In the Real Property, Lender may, at any time, and without other authorization from Grantor, the executed security agreement, in reproduction of this Mortgage as a financing statement. Grantor shall execute Lender's financing statement, in a perfected form, and shall pay the recording fees and other expenses of Lender in connection with the recording of the financing statement.

**Mortgage in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take



3/13/92

possession of all or any part of the Property with the power to protect and preserve the Property, to execute the Property, including the right to sell, and to collect the Rents from the Property and apply the proceeds over and above the cost of the receiver's charges 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 of a receiver shall not prevent a person from serving as a receiver.

**Judicial Foreclosure.** Lender may, at its option, bring foreclosure proceedings in the courts of the State of Illinois.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of a remedy received from the exercise of the remedies provided in this deed.

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

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the property, mortgaged, in exercising its rights and remedies. Lender shall be free to sell all or any part of the Property, together or separately, in the sole or its sole discretion. Lender shall be entitled to bid at any public sale of all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Property, or of the time after which any private sale or other non-public disposition of the Property, is to be made. Reasonable notice shall mean notification given in writing ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of the Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to have expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to pursue a default remedy available to Lender under this Mortgage.

**Attorneys' Fees; Expenses.** Lender shall be entitled to recover its reasonable attorneys' fees, including the fees of its law firm, and its reasonable expenses, such as the cost of mail, advertising, transportation, all travel, telephone and long distance, and other out-of-pocket expenses, in connection with the enforcement of its rights and remedies under this Mortgage. Lender's attorneys' fees and expenses shall be a part of the indebtedness due to Lender under this Mortgage. The obligation to pay attorneys' fees and expenses shall become a part of the indebtedness due to Lender under this Mortgage upon the date of the first payment made under the Credit Agreement. Lender shall be entitled to recover its attorneys' fees and expenses, including out-of-pocket expenses, in connection with the enforcement of its rights and remedies under this Mortgage. Lender's attorneys' fees and expenses shall be a part of the indebtedness due to Lender under this Mortgage. The obligation to pay attorneys' fees and expenses shall become a part of the indebtedness due to Lender under this Mortgage upon the date of the first payment made under the Credit Agreement. Lender shall be entitled to recover its attorneys' fees and expenses, including out-of-pocket expenses, in connection with the enforcement of its rights and remedies under this Mortgage. Lender's attorneys' fees and expenses shall be a part of the indebtedness due to Lender under this Mortgage. The obligation to pay attorneys' fees and expenses shall become a part of the indebtedness due to Lender under this Mortgage upon the date of the first payment made under the Credit Agreement.

**NOTICES TO GRANTOR AND OTHER PARTIES.** All notices under this Mortgage, including notices of default and notices of foreclosure, shall be in writing and shall be delivered by first class registered mail, return receipt requested, to the address shown in the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by providing written notice to the other parties, respectively, that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of a lien which has priority over this Mortgage shall be sent to the address shown in the beginning of this Mortgage. For notice purposes, Grantor shall be deemed to reside at the address shown in the beginning of this Mortgage.

**MISCELLANEOUS PROVISIONS.** These provisions shall apply to the terms of this Mortgage.

**Amendments.** This Mortgage together with any Related Documents, shall be amended and amended by the parties to the matters set forth in this Mortgage. Amendments to this Mortgage shall be in writing and shall be signed by all parties to the Mortgage. Amendments shall be binding on all parties to the Mortgage only if they are in writing and signed by all parties to the Mortgage.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

**Caption Headings.** Section headings in this Mortgage are for convenience purposes only and shall not be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest in the Property, and this deed shall be binding on all parties to the Mortgage, notwithstanding any oral agreement or understanding between the parties.

**Multiple Parties.** An obligation of Grantor under this Mortgage shall be joint and several, and a reference to Grantor in this deed shall apply to every Grantor. This means that each of the persons or bodies which are obligated for all obligations under this Mortgage.

**Severability.** In a court of competent jurisdiction, if any provision of this Mortgage is held to be unenforceable or void, the remainder of this Mortgage shall remain enforceable and binding on all parties to the Mortgage. If a court of competent jurisdiction holds any provision of this Mortgage to be unenforceable or void, the court shall modify this provision so that it is enforceable and binding on all parties to the Mortgage.

**Successors and Assigns.** Subject to the restrictions stated in this Mortgage, the obligations under this Mortgage shall be binding on all parties to the Mortgage and their heirs, assigns, personal representatives, successors, and assigns. Lender, without notice to Grantor, may deal with Grantor's successors with respect to this Mortgage and the indebtedness, by way of forbearance or otherwise, without releasing Grantor from the obligations of this Mortgage, or substituting the obligor.

**Time Is of the Essence.** Time shall be of the essence of this Mortgage.

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

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage, or under the Related Documents, unless such waiver is in writing and signed by Lender. No belief or opinion on the part of Lender in exercising any right or option shall constitute a waiver of or prejudice the party's right to demand strict compliance with that provision or any other provision. No such waiver, Lender's notice of possession 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 shall not constitute a discharge of the debt and constitute subsequent notices where such notices are required.

03-13-1992

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X

Jeffrey L. Mason

X

Elsie L. Mason FKA Elsie L. Wagner

This Mortgage prepared by: X

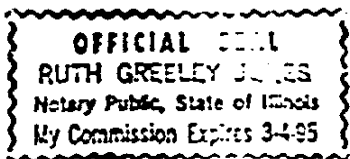
Richard H. Edwards

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

SS

COUNTY OF



On this day before me, the undersigned Notary Public personally appeared Jeffrey L. Mason and Elsie L. Mason FKA Elsie L. Wagner, known to me to be the individuals described in and who executed the Mortgage and acknowledged that they executed the Mortgage and that they did so voluntarily and freely for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

By \_\_\_\_\_ Residing at \_\_\_\_\_

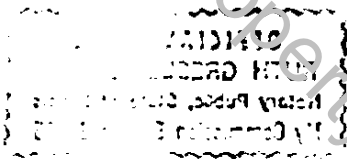
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

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