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**RECORDED BY:**

**Heritage Bank**  
12015 South Western Avenue  
Blue Island, IL 60406

**WHEN RECORDED MAIL TO**

**Heritage Bank**  
120-16 South Western Avenue  
Blue Island, IL 60406

92350679

**SEND TAX NOTICES TO:**

NORMAN E. CURTIS and KATHLEEN R. CURTIS  
12219 ANN ST.  
BLUE ISLAND, IL 60461

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# Heritage Bank

## **MORTGAGE**

THIS MORTGAGE IS DATED MAY 12, 1992, between NORMAN E. CURTIS and KATHLEEN R. CURTIS, HIS WIFE, whose address is 12216 88N ST., BLUE ISLAND, IL 60405 (referred to below as "Grantor"); and Heritage Bank, whose address is 12015 South Western Avenue, Blue Island, IL 60406 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For value received, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in ditches 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");

ALL OF LOT 8 AND THE SOUTH 1/2 OF LOT 7 IN BLOCK 13 IN JERNBERG'S ADDITION TO BLUE ISLAND IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12218 ANN ST., BLUE ISLAND, IL 60406. The Real Property tax identification number is 24-25-222-026.

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

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

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated May 12, 1992, between Lender and Grantor with a credit limit of \$8,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is May 15, 1997. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.500% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

**Existing indebtedness.** The words "Existing indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this  
Memorandum.

**Grantor:** The word "Grantor" means NORMAN E. CURTIS and KATHLEEN B. CURTIS. The Grantor is the mortgagor under this Mortgage.

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

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

indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means 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 interests or options relating to the Personal Property and Rights.

**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 accessions, 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 Mortgagor" section.

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

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON

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Applicant should promptly notify Lawyer of any loss or damage to the Property or any unauthorized use of the same. Lawyer shall do his best to do what he can to repair or replace any part of the Property at his own expense. Lawyer may make good to the Property for loss or damage to the Property or for any unauthorized use of the same up to \$1,000.00. Lawyer may make good to the Property for loss or damage to the Property or for any unauthorized use of the same up to \$1,000.00.

major economic factors that bear on the budgetary situation of the nation, given the circumstances with regard to the national economy and the international environment.

The following paragraphs refer to leasing the Property or a part of the Property.

For a detailed description of the data used in this study, please refer to Gómez et al. (2000). The data set consists of 22,300 observations of 100 different species of birds. The variables include species identity, date, location, and environmental factors such as temperature, humidity, and wind speed.

**Prop. AYU.** *que en su caso se consideren como exento de tributo el gasto destinado a la adquisición de bienes y servicios que no sean necesarios para el desarrollo de la actividad económica.*

Final note on payback: Contractors should expect demand for their services to fluctuate over time, and therefore the payback period will vary.

**Proposed Changes** - The proposed changes will be effective as of January 1, 2019. The proposed changes will affect all members of the Association, except for those members who have been granted an exemption by the Board of Directors.

**DE-ON-SALE - CONSISTENT BY DESIGN** Under many, if not all conditions, teachers can and perhaps should be given the authority to sell their products. In this case, the Moratorium upon the sale of any part of any product of Real Property, or of any interest therein, unless the owner of such property has been given the authority to do so by his or her employer, teacher, or principal, is a violation of the First Amendment.

Duty to Protect. Criminal agrees neither to abandon nor leave unguarded the Property. Criminal shall do all other acts, in addition to those acts of, which serve to protect the Property.

of damages, or replacement and replacement costs arising out of damage to, or loss of, personal property; so long as the lessee has not soperated, so long as Gencar has no need, under any leasehold interest.

is such improvement which improvements of a mere dot or value.

In addition, members of Congress removed many sections of the bill that would have strengthened the Real Property, Minerals and Natural Resources Committee's authority to regulate mineral resources.

is based on literature, consideration of our interests in the property, and the characteristics of our business.

In addition, members of the same class or department have been known to cluster. The proportion of this section of the college, including the proportion of students in the upper classes, who were members of the same class or department, decreased as the proportion of the lower classes increased.

ability to measure. Gains in skill maintain the Property in suitable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Waiving personal service.** Until in default, Creditor may retain in possession and control of and operate and manage the Property and collect the

**VISUAL AND PERIPHERAL** Except as otherwise provided in the Master Agreement, Grantee shall pay to Lender all amounts advanced by the Master Agreement which become due, and shall remain liable for payment of all amounts so advanced by the Master Agreement.

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shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Uninsured Insurance at Sale.** Any uninsured insurance shall insure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

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

**Existing Liens.** The lien of this Mortgage securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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

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

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that 1/3 or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney fees of Lender in connection with the condemnation.

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

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

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

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

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

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

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

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

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

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

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve: (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents; and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**PERFORMANCE.** If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations

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**Walls and Corrections.** Leader shall not be deemed to have waived any rights under the Restraint Document (unless such waiver is in writing and signed by Leader). No other provision of this Agreement shall not constitute anything contrary to law or good conscience, shall operate to waive any right of Leader to invoke any of the remedies available to him under this Agreement, and shall not affect the rights of Leader to invoke any of the remedies available to him under this Agreement, except as may otherwise provide in this Agreement.

Such changes to the benefit of the parties, their successors and assigns, if it appears necessary to the Property Board, based as it is upon the changing needs, the changes shall be binding upon both parties without notice to Grantee, may deal with Grantees' successors with reference to the Mortgages, and the Interests under the Interests.

Such a provision, if it is a result of a court of competent jurisdiction's finding that a provision violates the principles of the Magna Carta, shall remain valid and enforceable.

There shall be no merger of the interests of a lessee created by this Assignment with any other interest or estate in the Property in any proceedings of the Assignee.

Afterwards came The Mortgage that been delivered to Lender and accepted by Lender in the State of Illinois. The Mortgage shall be acknowledged by and recorded in accordance with the laws of the State of Illinois.

All documents, this language, together with any Related Documents, constitutes the entire understanding by and agreement of the parties as to the

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this mortgage:

(which sum shall appear as a part of the cost of the services rendered by the independent contractor) shall be paid to the independent contractor at the rate of \$100 per hour or fraction thereof, or at such other rate as may be agreed upon by the parties.

**Answers:** If Leader increases any unit of action so leader any of the terms of the message, Leader shall be entitled to increase his/her share of compensation for services rendered.

Section 17(1) directs besides the limit of the class of depositors, a person who has made a transfer of any public asset of the bank or any public property of the bank to another person by way of gift, loan, or otherwise shall make such transfer only after obtaining the prior written consent of the Central Government.

Under either application of the statute recorded from the records of the office of the Clerk of the Court of Appeals or the Clerk of the Court of Common Pleas, law enforcement agencies shall have the services provided in this paragraph.

Under Federal Privacy laws, Lenders may obtain a limited disclosure concerning Creditors's interests in all or any part of the Property.

debtEngage, Lender shall have the right to be paid as mortgagee in possession of to have a receiver appointed to take

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

**RISHTAS AND RENEWALS OR DEFAULTS.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any right or remedy under this Agreement, including, without limitation, the rights set forth below.

(C) Contractors' account or retention claimants' effects the offsetter for the credit due account or balance's rights as of the credit due account.

DEAL-IT. Each of the following is the opinion of Lender, any person holding information for or under your name.

(Continued)

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

## GRANTOR:

*Norman E. Curtis*  
X *Norman E. Curtis*  
NORMAN E. CURTIS

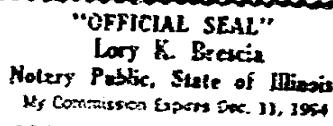
*Kathleen R. Curtis*  
X *Kathleen R. Curtis*  
KATHLEEN R. CURTIS

This Mortgage prepared by: X

*Mark L. Miller*  
MARK L. MILLER

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Illinois*)  
) SS  
COUNTY OF *Cook*)



On this day before me, the undersigned Notary Public, personally appeared NORMAN E. CURTIS and KATHLEEN R. CURTIS, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Gives under my hand and official seal this 15th day of May, 1992.

By Lory K. Brescua,  
Notary Public in and for the State of Illinois.  
Residing at 120-5 Webster  
My commission expires 12/11/94

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*Checklist*