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RECORDATION REQUESTED BY:

NATIONAL SECURITY BASK OF CHICAGO 1030 W. Chicago Avenue Chicago, II. 88822

WHEN RECORDED MAIL TO:

MATIONAL SECURITY BANK OF CHICAGO 1030 W. Chicago Avenue Chicago, IL. 40622

LITH POPULATION

T#9999 TRAN 9005 04/21/93 13:37:00 #2950 # # 55 47 12 05 COOK COUNTY RECURDER

SEND TAX NOTICES TO:

JUAN LOZA and ROSALBA LOZA 1908 WEST OHIO STREET CHICAGO, R. 80822

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

#### **MORTGAGE**

93471205

THIS MORTGAGE IS DATED MAY 29, 1992, between JUAN LOZA and ROSALBA LOZA, his wife, as Joint Tenants, whore address is 1908 WEST OHIO STREET, CHICAGO, IL 80622 (referred to below as "Grantor"); and NATIONAL SECURITY BANK OF CHICAGO, whose address is 1030 W. Chicago Avenue, Chicago, iL 60622 (referred to beic with "Lender").

GRANT OF MORTCAGE. To valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and Interest in and to the following drammer real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all exements, rights of way, and appurtenences; till water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalise, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar meters, located in COOK County, State of Illinois (the "Real Property"):

Lot 97 in Ira P. Bown and Walt's Subdivision of Block 13 in the Canal Trustees Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address 1. commonly known as 1908 WEST OHIO STREET, CHICAGO, IL 60622. The Real Property tax identification number is 17-67-212-346

Grantor presently assigns to Lender all of Grante'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 Comm. 3.2 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 Unifed States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated May 29, 1992, between Lender and Granlor with a credit limit of \$15,000.00, together with all answals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of the Marchage is May 29, 2000. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.5 00% per annum. The interest rate to be applied to the outstanding account belience shall be at a rate 1.000 percentage points above the Index for balances of \$50,000.00 and under and at a rate 0.500 percentage points above the Index for balances of \$50,000.01 and above, subject however to the following minimum and maximum rates. Under no circumstances shall the Interest rate be less than 3.000% per annum or more than the last rent 19.800% per annum or the maximum rate allowed by applicable to the contract of the contract

Existing indebtedness. The words "Existing indebtedness" mean the indebtedness described below in the Existing indebtedness section of this Mortgage.

Grantor. The word "Grantor" means JUAN LOZA and ROSALBA LOZA. The Gran or is the mortgagor under this Mortgago.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, surelies, 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 Creck Agreement and any amounts expended or advanced by Lendar to discharge obligations of Grantor or expenses incurred by Lendor to ento a obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, "nie 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 within twonty [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 stortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of (nr Credit Agreement and Related Occuments. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding belance owing at any one time, not including finance charges on such balance at a fixed or variable rate or any operated in the Credit Agreement, any temporary overegas, other charges, and any amounts expended or atvanced 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 belance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lander. The word "Lander" means NATIONAL SECURITY BANK OF CHICAGO, its successors and assigns. The Lander is the mortgages under this Mortgages.

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

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all 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 Mortgage" section.

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

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 WIDEBTEDNESS 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 SUBSECUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY 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 THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage

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as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Unit in default, Grantor may remain in possession and control of and operate and manage the Property and collect the following provisions:

Duty to Maintain. Grantor shall maintain the Properly in tenantable condition and promptly portorm all repairs, replacements, and maintenance

Pazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this standard, standardous the same meanings as set torth in the Comprehensive Environmental Response, Comprehension, and Liability Act of 1960, at seq., (PCERCLA\*), the Superhind Amendments and Resource Concervation and Recovery Act, 89 U.S.C. saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation and Recovery Act, 49 U.S.C. Saction 1801, et seq., the Resource Concervation thereof There are been and "hazardous waste and "hazardous waste and "hazardous substances" shall also include, without similation, performent performent performent and the Property, (b) Gramor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (f) any use, generation, manufacture, storage, treatment, disposad, release, or threatened kitageth or claims of any kind by hazardous waste or substance by any prior owners or occupants of the Property or (8) any actual or threatened kitageth or claims of any kind by hazardous waste or substance by any person on release of any actual personal p Property, whether or not the same was or should have been known to Granfor. The provisions of this section of the Morigage, including the obligation to indemnity, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Morigage and shall not be affected by Lender's acquisition of any it tensel in the Property, whether by foreclosure or otherwise.

Nulsance, Waste. Grantor shall not cause, or liquot or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property. Without it was generally of the foregoing, Grantor will not remove, or grant to any other party the property or any portion of the Property. Without it was generally of the foregoing, Grantor will not remove, or grant to any other party the night to remove, any timber, minerals (including oil and (as), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not dentain or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of firantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall arom ity comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or uncapancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in interest. Grantor to doing so and so long as, in Lender's sole opinion, Lender, to protect Lender's interest.

Grantor to post adequate security or a surety bond, ressonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Granior agrees neither to abandon nor leave unattended ine Property. Granior shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property P.O reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable at sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legel or a guitable; whether voluntary or involuntary or involunta

TAXES AND LIENS. The following provisions relating to the laxes and liens on the Property are a part of this Mortgage.

Payment. Granfor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, assessments, water charges and sever service charges levied against or on account of the Property, and shall pay when due all circus for work done on or for services and sever service charges levied against or on account of the Property, and shall pay when due all circus for work done on or for services and sever service charges levied against or on account of the Property, and shall pay when due all circus for work done on or for services rendered or material turbited to the Property. Granfor shall maintain the Property free of all liens having prior or equal to the interest of render under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Industrial to below, and except as otherwise provided in the following paragraph.

Flight To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good (at/) dispute over the obligation to pay, so long as Lander's interest in the Property is not jeopardized. If a lifer arises or is filed as a result of nonpayment, Grantor shell within filteen (15) days after the tien arises or, if a lien is filed, within filteen (15) days after the tien arises or, if a lien is filed, within filteen (15) days after dramtor has notice of the filing, secure the first in an amount sufficient requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Link's in an amount sufficient to discharge the lien plus any costs and attorneys' less or other charges that could accrue as a result of a foreclosure or sate under the lien. In any contest, Grantor shall detend libert and Lender and shall satisfy any adverse judgment before antorcement against the Property. Grantor shall name Lender as an additional obligee under any surely bond furnished in the contest proceedings.

Evidence of Psyment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the

Notice of Construction. Grantor shall notity Lander at least fifteen (15) days before any work is commenced, any services are turnished, or any materials are supplied to the Property, if any mechanic's live, materialmen's live, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lander furnish to Lander advance assurances satisfactory to Lander that Grantor can and will pay the

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Morigage.

Maintenance of Insurance. Grantor shee procure and maintain policies of the insurance with standard extended coverage endorsements on a Maintenance of Insurance. Grantor shell procure and maintain policies of fire insurance with standard extended coverage endoreaments on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any colors and in such rectangles and with a standard mortgague clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurance containing at the standard coverage will not be cancelled or diminished without a minimum of len (10) days' prior written notice to Lender and not containing attribution that coverage will not be cancelled or diminished without a minimum of len (10) days' prior written notice to Lender and not containing attribution that coverage will not be cancelled or diminished without a minimum of len (10) days' prior written notice to Lender and not containing attribution that coverage will not be cancelled or diminished without a minimum of len (10) days' prior written notice to Lender and not containing attribution that coverage will not be cancelled or diminished without a minimum of len (10) days' prior written by the become located in an area designated any disclaimer of the insurance is required and is or becomes available, for the term of the local and to the local and is or becomes available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor lasts to do so within lifeen (15) days of the casualty. Whether or not Lander's security is impetred, Lender may, at its election, apply the proceeds to the needed of the casualty. Whether or not Lander's security is impetred, Lender may, at its election, and the Property, if Lender elects to to the needed on the indebtedness, payment of any lien affecting the Property, or the restoration and repair is a manner satisfactory to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed (improvements in a manner satisfactory to pay the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lander shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which or restoration is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender holds any then to prepay accorded interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the cradit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Bents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the colleteral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons flable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

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

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

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

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any lenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to property the same and collect the proceeds. Payments by tenents or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this sub-payeraph either in person, by agent, or through a receiver.

Mortgages in Posses set e. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness.

The mortgagee in possessio it receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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 all amounts receive a from the exercise of the rights provided in this section.

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

Sale of the Property. To the extent permitted by explicable law, Grantor hereby waives any and all right to have the property manshalled. In exercising its rights and remedies, Lender shall be red to sell all or any part of the Property logether or separately, in one sale or by separate s. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable nuice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Farsonal Property is to be made. Reasonable notice shall mean notice given at least which any private sale or other ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Morigage 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 Lander to pursue any remedy shall not exclude pursuit of any other ramedy, and an election to make expending or take action to perform an obligation of Grantor under this Morigage after failure of Grantor to perform shall not affect Lender's right to declare a refault and exercise its remedies under this Morigage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the ferms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' tess, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and the bear interest from the date of expenditure until repaid at the is none small become a part of the insulations between the small s (including efforts to modify or vacate any automatic stay or injunction), appeals and any un'cloated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports and appraisal feet permitted by applicable law. Grantor also will pay any court costs, in addition to all other suits or wided by law. es, and title insurance, to the extent

prepaid, directed to the addresses shown near the bearing shown near the bearing shown near the bearing of hotices of foreclosure from the holder of any lien which has priority over as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender in MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage, together with any Related Documents, constitutes the entire matters set forth in this Mortgage, to afteration of or amendment to this Applicable Law. This Mortgage is bound by the alternation of the agreement of the matters set forth in this Mortgage. The should be alternation of the advertises the entire matters set forth in this Mortgage. The should be alternative of the advertise of the should be alternative. MOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without "mitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if malled, shall be reerned effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying it at the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all tires of Grantor's current address.

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and corrament of the parties as to the matters set forth in this Mortgage. No attention of or amendment to this Mortgage shall be effective unless given in writing and signed by the

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

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

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Morigage to be invalid or unanforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity: however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Morigage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Morigage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

EXPENDITURIES BY LENDER. If Grantor tails 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 beer 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. (f) 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 otherwise would have had.

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

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances when their those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title region, or final title opinion lesued in lever of, and accepted by, Lender in connection with this Morigage, and (b) Grantor has the full right, power, and airthority to execute and deliver this Morigage to Lender.

Defense of Title. Sociect to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all perpose. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor sne? dividend 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 coursel 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 participation.

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

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

Existing Lien. The iten of this Mortgi ge proving the Indebtedness may be secondary and Inferior to the iten securing payment of an existing obligation to NATIONAL SECURITY BAIN OF CHICAGO described as: MORTGAGE DATED 10-03-1978 AND RECORDED 10-04-1978 AS DOCUMENT 24857201. The existing obligation is a current principal balance of approximately \$8,300.00 and is in the original principal amount of \$20,500.00. Grantor expressly covenants a id 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 acree nent with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement a modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advance a under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Morigage.

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 seu of condemnation, Lender may at its election require that all if a by portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' tees incurred by Lender in connection with the condem (all in).

Proceedings. If any proceeding in condemnation is filled, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor have 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 ocursel 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 ments are to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL ALITHORITIES. 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 (ACI) documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's item on this Mortgage. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or octitinging 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 aff 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 Mortrage, this givent shall have the same effect as an Event of Default (as defined below), and Lander may exercise any or all of its available remedies fur on 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 Lander cash or a sufficient corporate surely bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage at a security exceement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes diduces or other personal property, and Lander 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, Granior shall execute financing statements and take whalever 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 Granior, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Granior shall reimburse Lender for all expenses Incurred in perfecting or continuing this security interest. Upon detault, Granior shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The malling 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 Mortoans.

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 designes, 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 sule opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agruement, 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.

Atterney-in-Pact. If Grantor laifs 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 atterney-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.

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# UNOFFICION COPY

This Mortgage prepared by: R LARSON NAT'L SECURITY BANK O	ROSALBA LOZA  ROSALBA LOZA  F CHICAGO
•	CKNOWLEDGMENT
COUNTY OF	**************************************
and number themin mently act	day of JUNR , 1993.
of Tillia Carry- Willer	Residing at 1030 W. OHICAGO ANR. OHICAGO
Notary Mublic in and for the State of 1441 NO 15	My commission expires 9/28-93
	Allitights reserved. (RL-G03 JL 02A) L NL1.0VL)

### **UNOFFICIAL COPY**

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