(WARRANTY)

0\$

BFC Forms Service, Inc.

# UNOFFICIAL COPY 3607587

(The Above Space For Recorder's Use Only)		
THIS INDENTURE WITNESSETH, that the Grantor s WALTER PETERSON and		
MELINDA F. PETERSON  of the County of COOK and State of Illinois for and in consideration of the sum of Ten and no/100 Dollars,		
of Ten and no/100		
THE NORTH 29.61 FEET OF LOT 9 IN BLOCK 16 IN W.F. KAISER AND COMPANY'S ADDISON HEIGHTS, A SUBDIVISION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.		
#3GNOTHTMANNO - Findex Number: 13-19-133-004  L8SL09-56-* /799+ 166:ST 86/80/80 557 NWI 777-1 25 ON100018 TU-Lds		
TO HAVE AND TO HOLD the seld r at state with the appurtenances, upon the trusts, and for the uses and purposes herein and in		
Full power and authority is hereby granted to seld Trustees with respect to the real estate or any part to parts of it, and at any time or times to improve, manage, protect and subdivit is all test estate or any part thereof, to dedicate parks, streets, highways or allevas and to yacate any authorisism or part thereof, and to sen'd too said real estate as often as desired, to contract to sell, to grant options to putches or or sell or any terms, to convey self recal estate or any part thereof to a successor or aucressors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to grant to such successor or successors in trust and to successor or successors in trust and to grant to such successors or successors and for such successors or any part thereof, to contract to make lead of any period do grant to make lead of a successor or successors or successors in trust and to successors or successors		
in ora case aball any party dealing with said Trustee, or any successor in trust, a lation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, sleased or morting of by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or a vance, on the first property, or be obliged to see (hat the terms of the trust have been complied with, or be obliged to Inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the term of said Trust, a least time of each mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to it is discovery before the continue under any such continue under any such continue under any such continue under any such continue under any successor in trust, in relation to the continue evidence in the continue under any successor in trust, in relation to the continue evidence in the continue under any successor in trust, in relation to the continue evidence in the continue under any successor in trust, in the continue under any successor in trust, in the continue evidence in the continue to the continue under the conti		
This conveyance is made upon the express understanding and condition that the Grances, etc. etc. incividually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgren, or decree for anything it or they or fit or their agents or attorneys may do or omit to do in or about the said real estate or under the provision of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said resistant, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entired in the said real estate may be entered into by it in the rame of the then beneficiaries under said Trust after each an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, oils ilon or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee, inclinability to the perment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this toi, infon from the date of the filing for record of this Deed.		
The interect of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming un or them or any of them shall be only in the earnings, avails and proceeds attaing from the saie or any other disposition of the trust potenty, and such interest is hereby declared to be persons! properly, and no beneficiary hereunder shall have any filte or interest, legal or quitable, in or to said trust properly as usen, but only an interest in the earnings, avails and proceeds thereof as aforeasile, the intention here. Ceing to vest in the Trustee the entire legal and equitable title in fee simple, in and to all of the trust property above described.  If the title to any of the trust property is now or herealizy registered, the Registrar of Titles is hereby directed not to real. To real in the certificate of title or deplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or word or similar import, in accordance with the statute in such case made and provided.  And the said Grantor hereby expressly waive and release and selected from sale on execution or otherwise.		
IN WITNESS WHEREOF, the Grantor S aforesaid ha Ve hereunto set their hand S and seal S this 27th day of July 1993.  [Seat] Seat Seat Season 1993		
Walter Peterson Melinda F. Peterson [Seal]		
STATE OF		
storesaid, to hereby certify that <u>Walter Peterson</u> and Melinda F. Peterson, his wife  strongly known to me to be the same person s whose name s subscribed to the foregoing instrument, appeared be- fore me hinday in person and acknowledged that they signed, sealed and delivered the said instrument as their free and volun- tally in for the uses and purposes therein set forth, including the release and waiver of the right of homestead.  SIVEN univer my hand and Notarial Seal this day of July 1993		
Commission choires Wayne T. Loftmouse Wayne T. Loftmouse BOTARY PUBLIC		
Document Papared By:  ADDRESS OF PROPERTY:  36.47 N. Novi Land		
Chicago, IL 60634		
9418 W. Irving Park Road  THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.  SEND SUBSEQUENT TAX BILLS TO:		
Schiller Park, IL 60176		

Exempt under Real Estate Transfer Tax Act Sec. 4
Par. & Cook Ccunty Ord. 95104 Par.

25.50 AMU

Date\_

DOCUMENT NUMBER

(Address)

BFC Forms Service. Inc.

Recorder's Box No. 260 3652

Park Ridge, Illinois 60068 - OR

607-11 Devon Avenue

RETURN TO: First State Bank & Trust Company

of Park Ridge

Property of Cook County Clerk's Office

93607587

STATEMENT BY GRANTOR AND GRANTEE

93407587

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated August 3, 1997 Signature: When Follow All, Grantor or Agent

Subscribed and sworn to before me by the said wayne T Lufthand this 3rd day of Angust 1993.

Notary Public Doubt American

"OFFICIAL SEAL"

BARRETT F PEDERSEN

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPRES 3/16/97

The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an I linois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Aug. 3, 1953 Signature: Wy. Strantee or Agent

Subscribed and sworn to before me by the said Wayne T Lofthowle this 3rd day of Angust 1993.

Notary Public Bacelt Rulem

"OFFICIAL SEAL"
BARRETT F PEDERSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/97

NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for sursequent offenses.

(Atach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

93607587

7-6-24-8-6-

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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14. REPEDIES CUMILATIVE. Bank may exercise all of the rights and remedies provided in this Mortgage and in the Cradit Documents, or which may be available to Bank by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Bank's sole discretion, and may be exercised as often as occasion therefor shall occur.

#### 15. EVENTS OF DEFAULT.

- a. Notice and Grace Period. An Event of Default will occur hereunder upon the expiration of the applicable grace period, if any, after Bank gives written notice to Borrower's breach or violation of Borrower's covenants under any of the Credit Documents and upon Borrower's failure to cure such breach or violation, and to provide Bank, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice is given, and expires at 11:59 p.m., Central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph II hereof and shall contain the following information:

  (1) the nature of Borrower is breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which such breach or violation sust be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.
- Events of Default. Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Defa it Applicable grace periods are set forth parenthetically after each event). The events are: (1) Borrower fails to pay when due any amounts due under the Credit Documents; (thirty (30) day grace period); (2) Bank receives accual knowledge that Borrower omitted meterial information in Borrower's credit application or made any false or misle dirg statements on Borrower's credit application (no grace period); (3) Borrower dies or changes his or her manifel status and transfers Borrower's interest in the Property to someone who either (i) is not also a signatory of all the Credit Documents (no grace period); or (ii) is a signatory of all the Credit Documents if such transfer, in Blok's reasonable judgment, materially impairs the security for the line of credit described in the Credit Documents (ru grace period); (4) Borrower commits any action or inaction which adversaly affects the Property; (5) Borrower Files for bankruptcy, or bankruptcy proceedings are instituted against Borrower and not dismissed within six's (50) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing (he oface period); (6) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (7) Borrower further incumbers the Property, or suffers a lien, claim of lien or encumbrance against the Property (thirty (30) day grace period in which to remove the lien, claim of lien or encumbrance); (8) Borrower defaults or an action is filed illeging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with pricrity in right of payment over the line of credit described in the Credit Documents or whose lien has or appears to it was any priority over the lien hereof (no grace period), or any other creditor of Borrower attempts to (or actually sees) seize or obtain a writ of attachment against the Property (no grace period).
- c. Remedies (including freezing the line). In addition to acceleration of the indebtedness owing under this Note permitted in the event of my sale or transfer of, or promise to sell or transfer, all or any part of the Property securing this Note, or any interest therein, or any interest in the Trust which holds title to the Property, if any, which events are specifically covered in paragraph 8 of this Note, Note Holder may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and, require me to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. If I fail to make such payment upon demand, Note Holder may institute foreclosure proceedings or pursue any other remedy or remedies given to Note Holder by law or under the Credit Documents. As additional specific protection, notwithstanding any other term of this Note, Note Holder, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated in sub-paragraph 7b or paragraph 8 of this Note. Freezing the line will not preclude Note Holder from subsequently exercising its call option pursuent to paragraph 6 of this Note, or exercising any right or remedy set forth herein or in any of the Credit Documents.

16. TRANSFER OF THE PROPERTY. If Borrower, or beneficiary of the Trust, if any, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property, or if titls to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation, sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Bank's prior written consent, Bank shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable as set forth in paragraph 17 of the Agreement. Failure to pay such indebtedness within ten (10) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

#### 17. IMPAIRMENT OF NOTE HOLDER'S RIGHTS

- a. When Line may by Frozen or Credit Limit Reduced. Note Holder may temporarily freeze the line at any time, or reduce my credit limit; if: (1) the value of the dwelling that secures the plan declines significantly below the Property's appraised value for purposes of the plan; (2) the Note Holder reasonably believes that I will be unable to fulfill the repayment obligations under the plan because of a material change in my financial circumstances; (3) I am in default of implemental obligation under this Note; (4) The Note Holder is precluded by government action from imposing the annual percentage rate provided for in the Note; (5) the priority of the Note Holder's interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line (for example, through imposition of a tax lien); (5) the Note Holder is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice; or (7) the maximum annual percentage rate is reached.
- b. Notice. To freeze the line or reduce the crodit line pursuant to this paragraph, Note Holder must deliver or mail (registered or certified mail) within throw (3) business days after the action is taken to the Property's address a written notice addressed to me, specifying a date at least thirty (30) calendar days after the date of notice after which it will not honor any checks and thus not extend further credit. Upon receipt of such notice, I agree to immediately return to Note Holder all my chase checks. If the notice specifies that Note Holder is freezing my line, I am not obligated to repay my outstanding principal balance until the Due Date, provided, however, that Note Holder will still have the right, in accordance with and at the times specified in this Note, to give me a subsequent notice terminating my line entirely, thus advancing the date principal repayment is due.
- 18. ASSIGNMENT OF RENTS; APPOINTMENTS OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that prior to the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon the occurrence of an Event of Default thereunder, or abandonment, Bank at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Bank or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of Default hereunder or invalidate any act done pursuant to such notice.

19. RELEASE. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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- 20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Bank requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Bank's address, as set forth on page one of this Mortgage.
- 21. INCOMPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full. Any Event of Oufault under the Note or the Agreement shall constitute an Event of Default hereunder, without further notice to Borrower.
  - 22. TIME OF ESSENCE. Time is of the essence in this Mortgage, and the Note and Agreement.
- 23. ACTIMAL KNOWLEDGE. For purposes of this Mortgage and each of the other Credit Occuments, Bank will not be deemed to have received actual knowledge of information required to be conveyed to Bank in writing by Borrower until the date of archa receipt of such information at 607 W. Devan Avenue, Park Ridge, Illinois 60068 (or such other address specified by Bank to Borrower). Such date shall be conclusively determined by return receipt in reference to the possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Bank or Bank's agent. With regard to other works or information not provided by Borrower under the Credit Occumenta, Bank will be deemed to have actual knowledge of such event or information as of the date Bank receives a written notice of such event or information from a socice Bank reasonably believes to be reliable, including but not limited to, a court or other governmental agency, inscitutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Bank or Bank's agent.
- 24. TAXES. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Borrower shall pay the full amount of such taxes.
- 25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or ninder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of recently from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Porceygor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.
- 26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Bank under this Mortgage, the Agreement, or the Note there shall be allowed and included an additional indeotedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Bank for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Bank may deem reasonably necessary either to prosecute such suit or to evidence bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Bank in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense or any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the interest rate provided in the Note.

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27. CAPTIONS: SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28. TRUSTEE EXCLEPATION. If this Mortgage is executed by a Trust, \_\_\_\_\_ -, Trustee, executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgages herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all sur' liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note this w. d. Note.

County Clarks Office secured hereby shall his solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liebility of any co-maker, co-signer, endorser or quarantor of said Note.

IN WITHERS HEREUF, Borrower has executed this mortgage.	
IF BORROWER IS AN INDIVIDUAL(S):	
Frolench O. Fleney	Date:
Individual Borrower Frederick O. Flener	
Individual Borrower Joen G. Flener	Oate: July 31, 1993
	Date:
Individual Borrower	
Individual Borrower	Date:
STATE OF ILLINOIS	
COUNTY OF COOK 55:	
I, the undersigned, a Notary Public in and for said FREDERICK D. FLENER AND JOEN G. FLENER, m	County, in the State aforesaid, DO HEREBY CERTIFY THAT
personally known to me to be the same person whose name is me this day in person, and acknowledged that he signed, a free and voluntary act, for the uses and purposes therein of homestead.	s subscribed to the foregoing instrument, appeared before ealed and delivered the said instrument as
Given under my hand and official seal this 31st	
KANAMURA INDONEST EL TRANSPORTATION DE PRESENTATION DE PRESENT	Present 200
A country of the coun	Milary Public
Commission expires: KONONICARON CARONICARON CONTRACTOR	
This document has been prepared by:	Section Public
GERALDINE COOPER, Senior Vice President	93607595
First State Bank & Trust Co. of Park Ridge	07:
607 W. Devon Ava., Park Ridge, IL 60068	59.



IF BUHNOMER IS A IHUSI:	<u>-</u>
Deted:	not personally, but solely as aforesaid
	Ву:
	Its:
	•
ATTEST:	
Its:	<del></del>
	•
STATE OF ILLINOIS	
COUNTY OF SS:	
I, the undersigned, Notery Public, in a	nd for the County and State aforesaid, DO HEREBY CERTIFY, that
of	
a corporation, and	of said corporation, personally
known to me to be the same persons whose names	are subscribed to the foreging instrument as such, respectively, appeared before
voluntary acts, and as the free and voluntary a therein set forth; and the said that he, as custodian of the corporate seal of corporation to the Instrument as his own free a corporation, as Trustee, for the uses and purpo	4
Given under my hand and official seal this	5, day of
	C
	Notary Public
	$T_{\alpha}^{\prime}$
	0,
Commission expires:	$O_{\mathcal{E}_{\alpha}}$
THIS INSTRUMENT PREPARED BY:	Notary Public
	C
Its:	<del></del>