

UNOFFICIAL COPY MORTGAGE

CHANTON DEBORAH M. SKOROMSKI. NOW KWAN AS DEBOKAH M. BKNTCLLYF, MARRIED TO ROBERT J. BKNTCLLYF

ADDRESS.

914 STOWELL AVENUE STREAMWOOD, IL 60 TELEPHONE NO.

60107 IOENTIFICATION NO. 708-830-5298

ADDRESS

914 STOWELL AVENUE STREAMWOOD, IL 60 60107

ROBERT J. BENTCLIFF DEBORAH M. BENTCLIFF

IDENTIFICATION NO.

HOHROWER

708-830-5298

93530368

93630365

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the mal property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Morigage and the following promissory notes and other agreements:

MYEREST	CREDIT LIMIT	AGREEMENT DATE	DATE	CUSTOMER	NAOJ ROGMUN
VARIABLE	\$ 15,000.00	08/02/93	08/02/98	651161988	95.4 95. 00/11/23 (4) 35.6
	100			1	100 12 100 12 10 2 10 20 10 45 45 45
		}		O ON GROWING	er compare

(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;

(c) applicable law.

3. PURPOSE. This Mortgage and the Obligations assoribed herein are executed and incurred for consumer purposes.

4. FUTURE ADVANCES. This Mortgage secures the epsyment of all advances that Lender may extend to Borrower or Granfor under the promiseory notes and other agreements evidencing the revolving creditions described in paragraph 2. The Mortgage secures not only existing indebtedness, but also crease from time to time, but the total of all such indebtedness so requied shall not exceed \$.....

g. EXPENSES. To the extent permitted by law, this Mortgage secures (he is payment of all amounts expended by Lender to perform Grantor's covenants inder this Mortgage or to maintain, preserve, or dispose of the Property, including but not ilmited to, amounts expended for the payment of taxes, special sessments, or insurance on the Property, plus interest thereon.

REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, presents and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, en Juniorances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference;

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party haz us id, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transport of any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any not commit or permit such actions to be taxen in the tuture. The term "Hazardous waterial" shall mean any hazardous water, toxio substances, or any other substances, material, or waste which is or becomes regulated by any governmental (utho liv including, but not limited to, (i) petrolaum; (ii) friable or nonfriable asbestos; (iii) polychiorinated biphenyls; (iv) those substances, materials of wast's designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 100 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Comprehensive Environmental Response, Comprehensive Intercommental Response now or heraptize to effect. similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement witch may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; an

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other represent which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity). Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remediate permitted by the promiseory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

a. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lander to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or full to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lander's prior written consent, shall not: (a) collect any monles payable under any Agreement more than one month in advance: (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.

10. COLLECTION OF INDESTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessess, licensess, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness of the inde any damages resulting therefrom

11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all attentions, additions and improvements made to the Property shall be subject to the interest belonging to Lender. shall not be removed without Lander's prior written consent, and shall be made at Grantor's sole expense. Page 1 of a NollE Indian

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- 12. LOSS OR DAMAGE. Grantor that been the office of any lines, the ft. Chair liction of Change of microscopy "Loss or Damage") to the Property or any portion thereof from any case what soo ver, for the eyer to be named Grantor that at the prison of London, repair the affected Property to its previous condition or pay or cause to be paid to consecut the declease in the last market while the property.
- 13. INSURANCE. Grantor shall keep the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cos shall be an advance payable and bearing interest as described in Paragraph 26 and secured hereby. Grantor shall Property and charge the insurance cos: shall be an advance payable and bearing interest as described in Paragraph 20 and secured netrol. Grantor shall be firmfish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and setting claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, piedged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender and Grantor. Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the paymer of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain processings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to make or repair the Property
- 16. LENDER'S RIGHT TO CONFIENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other pricer ding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other ier. Tyrosedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.
- 17. INDEMNIFICATION. Lender shall not resume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any droumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnity and hold Lender and its sharehold its, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of autor, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to delend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreolosure of this Mortgage.
- 18. TAXES AND ASSESSMENTS. Grantor shall pay all taxe i and assessments relating to Property when due. Upon the request of Lender, Granto-shall deposit with Lender each month one-twelfth (1/12) of the esum and annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the fun is so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due dat i thereof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Fre iter shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contain don Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its oor ke and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may requer, regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grar for shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations, and if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may linking to the intended transferse with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

 - (a) commits fraud or maker a material misrepresentation at any time in connection with the Obligations of this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition; (b) fails to meet the repayment terms of the Obligations; or (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Propen, of sinder's rights in the Property, Including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain ingurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the fating of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or confiscation. confincation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

 - (a) to declare the Obligations immediately due and payable in full;
 (b) to collect the outstanding Obligations with or without resorting to judicial process;
 - (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;

 - (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 - e this Mongage;
 - (h) to set-off Grantor's Obligations against any amounts due to Lander Including, but not limited to, monies, instruments, and deposit accounts
 - (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are ourmulative and may be exercised torrether, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- 23. APPLICATION OF FORECLOSURE PROCEED!/.. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any shariff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing. **Xeserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fries, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

1 Page 8 of 4 AD AT CO Inflish

State of	
County ofEuPage	County of
I, the undersigned ,, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Deboral M. Benteliff and Robert J. Benteliff	t,
parsonally known to me to be the same person (II) whose name(II) AXY author/fibed to the foregoing instrument, appeared before me this day in person and acknowledged that L. he. y	
algned, sealed and delivered the said instrument as Ehg.Lr free and voluntary set, for the uses and purposes herein set forth.	signed, sealed and delivered the said instrument as free and voluntary set, for the uses and purposes herein set forth,
Given under my hand and official beat, this 2nd day of August 1993	Given under my hand and official seaf, this
Commission expires OPPICIAL SEAL Michael D'Argo	Notary Public Commission expires:
Not ry hablic, State of Illinois Botheric My Commission Expires 8/25/96	UEA

The street address of the Property (f applicable) is: 914 STOWELL AVENUT, STREAMWOOD, IL 60107

93630369

Permanent Index No.(s): 06-25-318-008

The legal description of the Property is:

LOT 6099 IN WOODLAND HEIGHTS UNIT 13, BEING A SUBDIVISION IN SECTIONS 25,
26, 35, AND 36 TOWNSHIP 41 NORTH, RUNGS 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ALL IN MANOVER TOWNSHIP IF COOK COUNTY, ILLINOIS, AS PILED POR
RECORD ON APRIL 7, 1970 AS DOCUMENT BY JURY 31129318 IN THE RECORDER'S
OFFICER OF COOK COUNTY, ILLINOIS AND FARCORDED PERSUARY 12, 1971 AS
DOCUMENT MUMBER 21396480 IN COOK COUNTY, FLIMOIS. OUNTY CORTAGORIES

SCHEDULE B



This instrument was prepared by: S. ANNORENO C/O HARRIS BANK ROBELLE, BOX 72200, ROBELLE, IL 60172 Proposed DAB

- 25. COLLECTION COSTS. If Lender high a nattorner to salest in collection amount due or a felology by right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable a tologie free and posts
 - 28. BATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. REIMBURSEMENT OF AMOUN'S EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lander for all amounts (including attorrieys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous ilen, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION (AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations of rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Linder amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its Market any Grantor, third party or the Property.
- 33, SUCCESSORS AND ASSIGN. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, received administrators, personal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other comminication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, poetage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 38. SEVERABILITY. If any provision of this Mor.gage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS. Grantor and Lender agree that time to Aline essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this wortgage shall include all persons algning below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any control to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and my related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

38. ADDITIONAL TERMS.

THE MAXIMUM ANNUAL PERCENTAGE RATE SHALL NOT EXCAPD 18.50%.

8.504. SOME OFFICE OFFI

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: AUGUST 2, 1993

GRANTOR DEBORAE M. SKORONEKI NOW KNOWN AS DEBORAE M. BENTCLIFF, MARRIED TO ROBERT J. BENTCLIFF

GRANTOR: ROBERT J. BRATCLIFF

GRANTOR: ROBERT J. BENTCLIFF
EXECUTION SOLELY FOR THE PURFOSE OF RELEASING
ANY AND ALL HOMESTEAD RIGHTS ROBERT J. BENTCLIFF
MAY HAVE IN AND TO THE ABOVE DESCRIBED PROPERTY.

GRANTOR:

GRANTOR