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accordance with this paragraph shall be deemed delivered upon receipt by hand or wire transmission, 3 business days after mailing if mailed by first class registered or certified mail or one business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. This notice provision shall be inapplicable to any instrument of no public recording where Illinois law governs the manner and timing of notice in foreclosure or receivership proceedings.

21. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then this provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagee are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Mortgage shall be joint and several.

This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

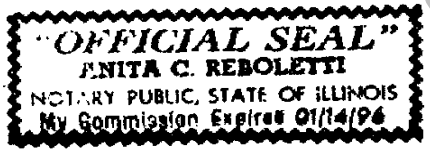
22. WAIVER OF HOMESTEAD RIGHT. Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all rights in respect to marshaling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

23. WAIVER OF RIGHT OF REDEMPTION. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE, IN THE EVENT THE PREMISES ARE AGRICULTURAL PROPERTY AND MORTGAGOR IS AN

RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE; AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE, IN THE EVENT THE PREMISES ARE RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASE TO QUALIFY AS RESIDENTIAL PROPERTY. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

24. WAIVER OF JURY TRIAL. THE MORTGAGOR AND THE MORTGAGOR AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS MORTGAGE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTIONS OF EITHER OF THEM, NEITHER THE MORTGAGOR NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY CONFESSION OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE MORTGAGOR OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

Witness the hand, _____ and seal _____ of Mortgagor the day and year set forth above.



John F. Waiter
John F. Waiter
Marilyn A. Waiter

Not personally, but as Trustee under a Trust Agreement dated _____

_____ and known as Trust No _____

State of Illinois)
County of Cook)

I, ANITA REBOLETTI, a Notary Public in and for said County and State, do hereby certify that THE ABOVE personally known to me to be the same persons whose names, _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he _____ signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 27th day of October 19 93
My Commission Expires: 1-14-96
Anita C. Reboletti
Notary Public

State of Illinois)
County of _____)

I, _____ 1993 NOV 16 PM 2:00 Notary Public in and for said County in the State aforesaid, do hereby certify that _____ of said (corporation) (association) and _____ of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said _____ did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 19 _____
My Commission Expires: _____
_____ Notary Public

1993 NOV 16 PM 2:00

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and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of nonpayment of premiums, and notice to the Mortgagee in the event of nonpayment of premiums, and must be delivered to the Mortgagee within thirty (30) days of the date of expiration of the policy. Should the Mortgagee fail to insure or fail to pay the premiums on any insurance or fail to deliver the policies or certificates of renewal to the Mortgagee then the Mortgagee at its option may have the insurance written or renewed and pay the premiums for the account of the Mortgagor. In the event of loss or damage, the proceeds of the insurance shall be paid to the Mortgagee. No loss or damage shall in any event reduce the Debt. The Mortgagee is authorized to adjust and compromise a loss without the consent of the Mortgagor, to collect, receive and receipt for any proceeds in the name of the Mortgagee and the Mortgagor and to endorse the Mortgagee's name upon any check in payment of proceeds. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee in collecting the proceeds and then toward payment of the Debt or any portion of it, whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, or any part to the repair or rebuilding of the Premises provided that Mortgagor is not then or at any time during the course of restoration of the Premises in default under this Mortgage and has complied with all requirements for application of the proceeds to restoration of the Premises as Mortgagor, in its sole discretion may establish.

5. RESERVES FOR TAXES AND INSURANCE. Mortgagee shall, if requested by Mortgagee, pay to Mortgagee, at the time of and in addition to the monthly installment of principal and interest due under the Debt, a sum equal to one-twelfth (1/12) of the amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay at least thirty (30) days before they become due and payable, all taxes, assessments and other similar charges levied against the Premises, and the amount of the annual premiums on any policies of insurance required to be carried by Mortgagee. Mortgagee shall apply the sums to pay the tax and insurance debts. These sums may be commingled with the general funds of Mortgagee, and no interest shall be payable on them, but all these sums be deemed to be held in trust for the benefit of Mortgagee. Upon notice at any time, the Mortgagee will, within ten (10) days, deposit such additional sums as may be required for the payment of increased taxes, assessments, charges or premiums. In the event of non-payment of the Mortgagee of the money then remaining to deposit with the Mortgagee or its agent shall be applied against the Debt until to the commencement of foreclosure proceedings. The obligation of the Mortgagee to pay taxes, assessments, charges or insurance premiums is not affected or modified by the arrangements set out in this paragraph. Any default by the Mortgagee in the performance of the provisions of this paragraph shall constitute a default under this Mortgage.

6. WASTE. The Mortgagee shall keep the Premises in good repair, shall not commit or permit waste on the Premises nor do any other act causing the Premises to become less valuable. Non payment of taxes and cancellation of insurance shall each constitute waste. Should the Mortgagee fail to effect the necessary repairs, the Mortgagee may at its option and at the expense of the Mortgagor make the repairs for the account of the Mortgagor. The Mortgagee shall use and maintain the Premises in conformance with all applicable laws, ordinances and regulations. The Mortgagee or its authorized agent shall have the right to enter upon and inspect the Premises at all reasonable times.

7. ALTERATIONS, REMOVAL. No building, structure, improvement, fixture or personal property constituting any part of the Premises shall be removed, demolished or substantially altered without the prior written consent of the Mortgagee.

8. PAYMENT OF OTHER OBLIGATIONS. The Mortgagee shall also pay all other obligations which may become liens or charges against the Premises, for any present or future repairs or improvements made on the Premises, or for any other goods, services, or utilities furnished to the Premises and shall not permit any lien or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Premises.

9. ASSIGNMENT OF LEASES AND RENTS. Further, Mortgagee does hereby, pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee, by acceptance of this Mortgage, agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a default shall occur or an event shall occur which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee will collect, receive and pay on such rents. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

10. ASSIGNMENT OF INTEREST AS TENANT OR PURCHASER. If the Mortgagee's interest in the Premises is that of a tenant or a purchaser, the Mortgagee also assigns, mortgages and warrants to the Mortgagee, as additional security for the Debt, all of the Mortgagee's right, title and interest in and to any leases, land contracts or other agreements by which the Mortgagee is leasing or purchasing any part or all of the Premises, including all modifications, renewals and extensions and all of the Mortgagee's right, title or interest in any purchase options contained in any lease or other agreement. The Mortgagee agrees to pay each installment of rent, principal and interest required to be paid by it under the lease, land contract or other agreement when each installment becomes due and payable whether by acceleration or otherwise. The Mortgagee further agrees to pay and perform all of its other obligations under the lease, land contract or other agreement.

If the Mortgagee defaults in the payment of any installment of rent, principal interest or in the payment or performance of any other obligation under the lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation to pay the installment or installments and to pay or perform the other obligations on behalf of and at the expense of the Mortgagee. On receipt by the Mortgagee from the landlord or seller under the lease, land contract or other agreement of any written notice of default by the Mortgagee the Mortgagee

may rely on the notice as cause to take any action if it deems necessary or reasonable to cure a default even if the Mortgagee questions or denies the existence or nature of the default.

11. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement within the meaning of the Illinois Uniform Commercial Code (U.C.C.) and Mortgagee grants to Mortgagee a security interest in any real, personal and other personal property included within the definition of Premises. Accordingly, Mortgagee shall have all of the rights and remedies available to a secured party under the U.C.C. Upon the occurrence of a default under this Mortgage, the Mortgagee shall have, in addition to the remedies provided by this Mortgage, the right to use any method of disposition of collateral authorized by the U.C.C. with respect to any portion of the Premises subject to the U.C.C.

12. REIMBURSEMENT OF ADVANCES. If Mortgagee fails to perform any of its obligations under the Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises (including but not limited to a lien priority dispute, eminent domain, foreclosure, insolvency, bankruptcy, or probate proceedings), then Mortgagee at its sole option may make appearances, disburse sums and take any action it deems necessary to protect its interest (including but not limited to its bankruptcy of reorganization, attorneys' and paralegals' fees and entry upon the Premises to make repairs). Any amounts disbursed shall become additional Debt, shall be immediately due and payable upon notice from the Mortgagee to the Mortgagor, and shall bear interest at the highest rate permitted under any of the instruments evidencing any of the Debt.

13. DUE ON TRANSFER. Notwithstanding any other provisions of this Mortgage, in sale, lease, mortgage, trust deed, grant by Mortgagee of an encumbrance of any kind, conveyance, transfer of occupancy or possession, or contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a trust which benefits one to the Premises, shall be made without the prior written consent of the Mortgagee.

14. NO ADDITIONAL LIEN. Mortgagee covenants not to execute any mortgage, security agreement, assignment of leases and rentals or other instrument if granting a lien against the interest of Mortgagee in the Premises without the prior written consent of Mortgagee, and then only when the document granting the lien expressly provides that it shall be subject to the lien of this Mortgage, to the full amount secured by this Mortgage and shall also be subject and subordinate to any then existing or future leases affecting the Premises.

15. EMINENT DOMAIN. Notwithstanding anything under the power of eminent domain, alteration of the grade of any road, alley, or the filing of a declaration of claim to or decreed in value of the Premises by any public or quasi-public authority or corporation, the Mortgagee shall continue to pay the Debt in accordance with the terms of the underlying loan documents until the award of payment shall have been actually received by Mortgagee. By executing this Mortgage, the Mortgagee assigns the entire proceeds of any award or payment and an interest in the Mortgagee. The proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagee, including reasonable attorneys' and paralegals' fees of the Mortgagee in collecting the proceeds and then toward payment of the Debt whether or not then due or payable, or the Mortgagee at its option may apply the proceeds, in any part to the alteration, restoration or rebuilding of the Premises.

16. HAZARDOUS WASTE. The Mortgagee represents and warrants to the Mortgagee that (a) the Mortgagee has not used Hazardous Materials as defined below, on a number affecting the Premises in any manner which violates any Governmental Regulation (as defined below) governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of the Mortgagee's knowledge, the prior owner of the Premises or any existing prior tenant, or occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, (b) the Mortgagee has never received any notice of any violations and is not aware of any existing violations of any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Premises and, to the best of the Mortgagee's knowledge, there have been no actions commenced or threatened by any party for non-compliance which affects the Premises; (c) Mortgagee shall keep or cause the Premises to be kept free of Hazardous Materials except to the extent that Hazardous Materials are stored and/or used in compliance with all applicable Governmental Regulations; and, without limiting the foregoing, Mortgagee shall not cause or permit the Premises to be used to generate, manufacture, refine, treat, store, hold, store, handle, dispose of, transfer, produce or process Hazardous Materials in any manner in compliance with all applicable Governmental Regulations, nor shall Mortgagee cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagee or any tenant, subcontractor, vendor, contractor, spill, leak or emission of Hazardous Materials on the Premises or onto any other contiguous property, (d) the Mortgagee shall conduct and complete all investigations, including a comprehensive environmental audit, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, over or affecting the Premises as required by all applicable Governmental Regulations to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities, and (e) the Mortgagee represents and warrants that there are no and no such storage tanks on the Premises or as reasonably can be ascertained for on property adjacent to, or in close proximity to the Premises. If the Mortgagee fails to conduct an environmental audit and/or required by governmental authorities or the Mortgagee, then the Mortgagee may, at its option and at the expense of the Mortgagee, conduct such audit. Any such audit conducted by Mortgagee shall be conducted solely for the benefit of and to protect the interests of Mortgagee and shall not be relied upon by Mortgagee or any third party for any purpose whatsoever, including, but not limited to, Mortgagee's or any third party's obligation, if any, to conduct an independent environmental investigation on its own. By conducting any such audit, Mortgagee does not assume any control over the environmental affairs or operations of Mortgagee nor assume any obligation of liability to Mortgagee or any third party.

Subject to the limitations set forth below, the Mortgagee shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's, paralegals' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to any

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