

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Independence Bank of Chicago
7838 South Cottage Grove Avenue
Chicago, IL 60619

93960207

WHEN RECORDED MAIL TO:

Independence Bank of Chicago
7838 South Cottage Grove Avenue
Chicago, IL 60619

COOK COUNTY, ILLINOIS
FILED FOR RECORD

11 NOV 24 AM 9:27

93960207

SEND TAX NOTICES TO:

Independence Bank of Chicago
7838 South Cottage Grove Avenue
Chicago, IL 60619

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

VENTER VJ

THIS MORTGAGE IS DATED NOVEMBER 16, 1993, between ILIE VENTURE, MARRIED TO LIVIA VENTER, whose address is 6235 WEST EDDY, CHICAGO, IL 60641 (referred to below as "Grantor"); and Independence Bank of Chicago, whose address is 7838 South Cottage Grove Avenue, Chicago, IL 60619 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property");

LOT 17 AND THE WEST 1/2 OF LOT 18 IN P-L-O-C-K 6 IN FERNWOOD PARK SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 426 WEST 102ND PLACE, CHICAGO, IL 60628. The Real Property tax identification number is 25-09-330-015.

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

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

Grantor. The word "Grantor" means ILIE VENTURE. The Grantor is the mortgagor under this Mortgage.

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

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Independence Bank of Chicago, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Note. The word "Note" means the promissory note or credit agreement dated November 16, 1993, in the original principal amount of \$40,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an Index. The Index currently is 8.750% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.250 percentage point(s) over the Index, subject however to the following minimum and maximum rates, resulting in an initial rate of 8.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be less than 8.250% per annum or more than the lesser of 13.000% per annum or the maximum rate allowed by applicable law. The Note is payable in 179 monthly payments of \$362.26 and a final estimated payment of \$362.56. The maturity date of this Mortgage is December 1, 2008. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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.

202093626

UNOFFICIAL COPY

UNOFFICIAL COPY

TRADES AND LEADS. The following provisions relating to the trades and leads on the Property are a part of this Agreement.

However, the option shall not be exercised by learner if such service is provided by federal law or by statute.

ROLE OF SALE - COMMERCIAL OR INDUSTRIAL. Under this heading, all or any part of the Real Property, or any interest in the Real Property, or all or any part of the Land, whether or not part of the Real Property, or any interest in the Real Property, or any interest in the Land, shall be deemed to be included in the term "Real Property". A "Sale of Business" under this heading, shall mean the transfer of the business of carrying on a trade or profession by the upon the sale of

Buy to Protect. Greater aggressors never try to dominate nor leave unattended the Property. Gullible shall do all other acts, in addition to those acts and forth shown in this section, which from his character and use of the Property are reasonably necessary to protect and preserve the Property.

Complainant shall promptly comply with all terms, conditions, and requirements, now or hereafter in accordance with Governmental Requirements. Complainant shall pay to respondent the amount of any property tax or personal property tax imposed by law on respondent's ownership of respondent's interest in the subject property.

Lenders, Pledgee to Lender, Lender and its agents and representatives may enter upon the Real Property at reasonable times to attend to

member of management, general staff or department of research and development may negotiate Collective Bargaining Agreements to modify certain job functions or responsibilities to further its members' interest.

Property of any portion of the property, without limiting the generality of the foregoing, unless it is not otherwise, or given to any other party, right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products, without a prior written consent of Lender.

monographs and serials may now be ordered by Library's acquisition of any material in the library, permit or otherwise, and the library may ship any quantity of or parts of books on to the user.

or interest in the Party, whether or not the same was or should have been known to others. The provisions of this section of the Constitution and bylaws of the League of this

or as a consequence of any loss, damage, delay, interruption, cancellation, non-delivery, damage, depreciation, loss or destruction of packages and/or contents of packages, or damage to or loss of any property, equipment, materials, supplies, products, services, or other items, arising from or resulting from the use of the services.

heard, considered, and of other information or observations on, under, or about the property and (ii) any such activity shall be conducted in compliance with all applicable

Interim
Measures of Injunctions by Any Prior Owners of the Property or (g) Any owner of Pre-claimed Mining or Claims of Any kind by
any Person or Persons by whom the same were so occupied or used to and accustomed at the time of the filing of the
Petition or Application for the Mineral Lease; and (c) Expenses of a reasonable character for the protection of the
Minerals and the property in which they are found.

(SAA), the Hazardous Waste Transportation Act, as U.S.C. Section 101, et seq., the Resource Conservation and Recovery Act, as U.C.G. Section 6601, et seq., or as, as applicable, the Federal laws, rules, or regulations adopted pursuant to any of the foregoing.

moreover, shall have no less than in the Comprehensive Environmental Response, Compensation, and Litigation Act of 1980, as amended, the U.S.C., Title 42, Section 9601, et seq., REC'D.

necessary to pursue the value.

Random room with Proprietary.

Proprietary and Confidential. Until in detail, Grantee may remain in possession and control of and operate and manage the Property and collect the

POSSESSION AND MANAGEMENT OF THE PROPERTY. Grantor agrees that Grantee's possession and use of the Property shall be governed by the terms and conditions set forth in this Deed, and shall comply with all applicable laws, rules, regulations and restrictions of the City of Lakewood, Colorado.

PAYOUT AND PROVISIONS. Except as otherwise provided in this Message, Gartner shall pay to Learner all amounts sooted by the Message.

Property.

However, according to the "word family" method of reading and writing words, names, letters, numbers, etc., and other symbols derived from the

Printed Documents. The words *Printed Document* mean any printed or otherwise reproduced document, memorandum, notes, or other information of text, and all other instruments, agreements, deeds of trust, assignments and documents, leases or agreements, guarantees, security agreements, mortgages, deeds of title, and all other instruments, agreements and documents, whether now or hereafter made, executed, drawn, or delivered, without limitation as to form or character, by or between the parties hereto.

EXHIBIT E

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. 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 Property.

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

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

Maintenance Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements 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 coinsurance clause, and with a standard mortgagee 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 insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is 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 fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender 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 Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

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.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loan proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purpose, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an event of default as described below.

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

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

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 other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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

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

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase

92960207

UNOFFICIAL COPY

Brussels, Any member, representative or delegation made of him/her by or on behalf of Councilor under the Message, the Note of the Partial Document is, or all the time made of him/her by or on behalf of Councilor under the Message, the Note of the

Comprehensive Details: Failure to comply with any other term, condition, or provision contained in this Agreement, the terms of which are set forth in any of the Standard Documents, will entitle General to terminate its contract with Company as soon as reasonably practicable.

Section on Other Payments. Failure of Grantee within ten days required by the messages to make any payment for losses or expenses, or any other payment necessary to prevent filing of a suit for the debts of any kind.

RESUMO O artigo (intitulado "SUBSISTÊNCIA DO CÂMBIO") analisa os efeitos da reforma monetária no Brasil (1994-1998) sobre o câmbio real.

Morale, Leader shall execute and deliver to Director a suitable subscription of the Personal Property. Director will pay, if he is paid by apposite law,

accomplish the mission planned in the proceeding paragraph.

provided, measured or dimensioned, by any name, and from time to time, upon request of Landor, Character will make, execute and deliver, or will cause to be made, executed or dimensioned, by Landor, or to Landor's designs, at any time, and from time to time, upon request of Landor, Character shall remunerate Landor for all costs and expenses, less incurred in connection with the making or agreeing to in the contract by Landor in writing, Character shall remunerate Landor for all costs and expenses, less incurred in connection with the making or agreeing to the contract by Landor, whether now owned or hereafter acquired by Character, unless provided by law.

© 2013 Pearson Education, Inc. All Rights Reserved. May not be copied, scanned, or duplicated, in whole or in part. Due to electronic rights, some third party content may be suppressed from the eBook and/or eChapter(s). Editorial review has determined that any suppressed content does not materially affect the overall learning experience. Pearson Education, Inc. reserves the right to remove additional content at any time if subsequent rights restrictions require it.

Guided by the liturgies may be obtained (such as required by the Uniform Commercial Code), are set forth on the first page of this message.

parties and contestants. Leaders' security interests in the First and Personal Property. In addition to securing his message in the real property and other assets and resources available, or his personal and family members and their relatives, he performs his duty in a manner and at a place reasonably convenient to Gunther and Leader and make available to Leader within three (3) days after receipt a written demand from Leader.

property, and leader shall have as a sole right of a second party under the Uniform Commercial Code as amended from time to time.

• 100% of our energy comes from renewable sources

SECURITY AGREEMENT, FINANCING STATEMENT. The following provisions relating to the Mortgagor as a debtor or the

selected as an E-Group, and Leader members of the group were asked to evaluate the new school based on their experiences in which they had been involved. The results of this study are presented below.

(d) a separate box on all or any portion of the independentee as on the type of independentee or an independentee of principal and independentee made by Gencor.

The following shall constitute the type of language upon which any part of the independent shall be based by the majority:

Whichever option you choose is required by law to provide and continue lending on the Real Property. Greater detail concerning the Mortgages, including without limitation taxes, fees, documentation costs, and other charges incurred in recording, perfecting or continuing the Mortgages, shall be set forth in the Lender's loan documents.

and changes are a part of the landscape; Upon request by Landers, Galleria shall encourage such documents in addition to the Minutes and the Current Terms, Fees and Charges.

be delivered to leaders such publications as may be requested by it from time to time to permit such preparation.

Proceedings. If any proceeding in commendation is filed, Governor shall promptly notify Lander in writing, and Governor shall promptly take such steps as may be necessary to defend the action and defend his award. Governor may be the named party in such proceeding, but Lander shall

or the aspect of realization of the Property. This will provide us the award after payment of all reasonable costs, expenses and damages, less incurred by Lender in connection with the administration.

any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

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 the Uniform Commercial Code.

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 tenant 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 authorizes Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants 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 subparagraph either in person, by agent, or through a receiver.

Mortgagor in Possession. Lender shall have the right to be placed as mortgagor 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 Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagor in possession or 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 obtain 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 received from the exercise of its rights provided in this section.

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

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. 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 notice 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 Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees, 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 shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed 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 that 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 times of Grantor's current address.

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

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

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

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

93360207

UNOFFICIAL COPY

I am signing the waiver of Homestead Exemption for the purpose of expediting processing and settling the estate of little or no value to the State of Illinois and by the Probate and Debenture of the Homestead exemption laws.

WAVES OF HOMESTEAD EXEMPTION

THE MORGAGNE GROUP OF CHICAGO
1700 SOUTH CORTLAND DRIVE
CHICAGO, ILLINOIS 60615

GRANTOR ACKNOWLEDGES HE/HIS/HER SHE/HE IS THE PROVIDER OF THIS MORTGAGE, AND GRANTOR AGREES TO THIS TERM.

WITNESSES AND OATHS.—Lender shall not be deemed to have willed any rights under this Mortgage (or under the Related Documents) unless such witness 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 of any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or precludes the party of such waiver to demand that Lender exercise any right still operates as a waiver of any right thereafter arising under this Mortgage or any provision of this Mortgage.

WHEREAS **GRANTOR**, NOTWITHSTANDING ANY OF THE PROMISES TO THE CONTRARY CONTAINED IN THIS MORTGAGE, WANTS OR NEEDS TO RESUME POSSESSION OF THE PROPERTY; AND,

TERMS OF THE SETTLEMENT. There are no legal expenses in the preparation or execution of this instrument.

Succession and Arrangements. Subject to the limitations stated in the Nature of Successions Intestate, the Motions shall be binding upon Successors or descendants without regard to Gender from the date of making of the Motions under the law independent.

General Assembly. If a court of competent jurisdiction finds any provision of this Model Code to be invalid or unconstitutional as to any person or organization, such finding shall not render the provision invalid or unconstitutional as to any other person or organization.

Debtors. There shall be no merger of the business of debtor created by the Mortgagee with any other business in the Property of Lender.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

) 88

"OFFICIAL SEAL"

KRISTY R. YOUSE

Notary Public, State of Illinois

VENTRIX My Commission Expires Jan. 4, 1995

On this day before me, the undersigned Notary Public, personally appeared ILIE YOUSE to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of November, 1993.

By Kristy R. Youse

Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires 1-4-95

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

) 88

On this day before me, the undersigned Notary Public, personally appeared _____ to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 _____.

By _____

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 2.7sd (p) 1988 ProServices, Inc. All rights reserved. (IL-003 197.LN)

93960207

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECORDED