

93057141

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DEPT-01 RECORDING * 431.50
T#1111 TRAN 7946 01/22/93 11.45.00
#6512 # * 93-057141
COOK COUNTY RECORDER

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE
To Secure a Loan
From **WORTH BANK & TRUST**
(Secured by a First Lien on Real Estate)

DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is December 22, 1992, and the parties and their mailing addresses are the following:

MORTGAGOR:

NANCY MARIE WILLNER
18035 South Highland
Tinley Park, Illinois 60477
Social Security # 348-34-4258
Wife of Joseph D. Willner

BANK:

WORTH BANK & TRUST
an ILLINOIS banking corporation
6825 W. 111TH STREET
WORTH, ILLINOIS 60482
Tax I.D. # 38-2448555
(as Mortgagee)



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2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:
- A. A promissory note, No. _____, (Note) dated December 22, 1992, with a maturity date of December 1, 2007, and executed by NANCY MARIE WILLNER (Borrower) payable in monthly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$42,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
 - B. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
 - C. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
 - D. Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee's performance of any terms in any deed of trust, any trust deed, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

- A. If this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- B. If Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$42,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.
- 4. CONVEYANCE. In consideration of the Loan and Obligations, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

Mortgage
WILLNER, NANCY M.

12/22/92

Initials

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

SI 335541

MA SI 335541 140

3/5/93

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COOK COUNTY CLERK'S OFFICE
110 NORTH LAUREL STREET
CHICAGO, ILLINOIS 60602
TEL: 312-603-4000

Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE
110 NORTH LAUREL STREET
CHICAGO, ILLINOIS 60602
TEL: 312-603-4000

Initials
WJ

- below entitled "DUE ON SALE OR ENCUMBRANCE":
- I. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagee except as permitted in the paragraph above;
 - H. A transfer of a substantial part of Mortgagee's money or property, or due date; or
 - G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium or escrow, escrow deficiency on or before the prospect of any payment is impaired or that the Property (as herein defined) is impaired; or
 - F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that co-signer, endorser, surety or guarantor of the Obligations; or
 - E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, reorganization, composition or debtor relief law by or against Mortgagee, Borrower, or any
 - D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Property (as herein defined); or
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - B. A default or breach by Borrower, Owner or any co-signer, endorser, surety, or guarantor under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
 - A. Failure by any party obligated on the Obligations to make payment when due; or
- (Default);

7. ASSIGNMENT OF LEASES AND RENTS. Mortgagee hereby assigns as additional security all present and future leases, and rents, issues and profits. Mortgagee also covenants and agrees to keep, observe and perform, and to require that the tenants keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property. In case Mortgagee shall neglect or refuse to do so, then Bank may, at Bank's option, perform and comply with, or require performance and compliance thereof, with any such lease covenant, agreements and provisions. Any sums expended by Bank in performance or compliance thereof or in enforcing such performance or compliance by the tenants (including costs, expenses, attorneys' fees and legal fees) and a true interest from the date of such expenditures at the same rate as the Obligations and shall be paid by Mortgagee to Bank upon demand and shall be deemed a part of the debt and Obligations and recoverable as such in all respects.

8. ESCROW ACCOUNT. Subject to applicable law, Mortgagee shall pay to Bank or to such other person as Bank or law may require (Escrow Agent) on each day a payment is due under the Note and Mortgage, until the Note is paid in full, the following sums:

- A. A prorated amount (divided by the required number of payments in a year) equal to ground rents, if any, and the yearly taxes and assessments next due on the Property, plus yearly premiums on policies of fire, flood and other hazard insurance on the Property due in advance. Such an amount shall be reasonably estimated by Bank (or Escrow Agent), initially and from time to time, taking into account all shortages or excesses, if any. Such amounts are hereby designated as the Escrow Funds (Escrow Funds). The Escrow Funds are to be held by Escrow Agent in trust to pay such ground rents, premiums, taxes and assessments before they become delinquent; and
- B. The Escrow Funds and the amount payable under the Note and this Mortgage shall be applied to the following items in the order as listed: (1) ground rents, taxes, assessments, fire insurance premiums, flood insurance premiums and other hazard insurance premiums; (2) fees, expenses and costs incurred by Bank for the protection of the Property and the protection of its lien to the extent not prohibited by law; and (3) the balance, if any, in accordance with the terms of the Note.

If the Escrow Funds are not sufficient to pay the taxes, assessments and premiums as they become due, Mortgagee shall pay to Escrow Agent any amount necessary to make up the deficiency within 30 days of written notice by Bank (or Escrow Agent). Bank (and Escrow Agent), unless required by law, are not required to pay Mortgagee any interest or a premium on the sums held in trust. Mortgagee expressly grants a lien on the Escrow Funds as additional security for the Obligations and other amounts secured by this Mortgage.

9. LENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except as otherwise indicated in the Declaration. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

10. LENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except as otherwise indicated in the Declaration. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

11. LENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except as otherwise indicated in the Declaration. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

The Property may be commonly referred to as 1819 South 81st Avenue, Tinley Park, Illinois 60477

Units 3-South and G-3-S together with their undivided percentage interest in the common elements in Etré Condominiums of Tinley Park as delineated and defined in the Declaration recorded as Document Number 2642019, in the Northside 1/4 of Section 26, Township 36 North Range 12, East of the Third Principal Meridian, in Cook County, Illinois, PIN 27-26-203-040-1005 and 27-26-203-040-1012

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Initials

16. CONDITION OF PROPERTY. As to the Property, Mortgageor shall:

15. WASTE. Mortgageor shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment or deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, pollutants and/or contaminants. Mortgageor shall comply with all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgageor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

14. INSURANCE ON CONDOMINIUM UNIT. So long as the condominium association maintains a "master" or "blanket" hazard insurance policy (the "Association Policy") acceptable to Bank, Mortgageor's obligation to maintain hazard insurance coverage on the Property is satisfied by the Association Policy to the extent that the coverage required is provided in the Association Policy. Mortgageor shall notify Bank promptly of any lapse in the Association Policy or the common elements of the condominium, following a casualty loss to the Property or the common elements of the condominium, the proceeds of the Association Policy are distributed to the unit owners in lieu of restoration and repair of the casualty damage, all proceeds payable to Mortgageor are assigned to and shall be paid directly to Bank for application to the reduction of the Obligations, with the excess, if any, paid to Mortgageor.

13. INSURANCE. Mortgageor shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with a replacement company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgagee Clause" and "Loss Payee Clause", which shall name and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 30 days notice before the cancellation, termination or material change in coverage.

12. PROPERTY OBLIGATIONS. Mortgageor shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgageor shall provide written proof to Bank of such payments.

11. POSSESSION ON FORECLOSURE. If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgageor agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgageor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any amounts so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, etc. expenses or an authorized by the court. Any sum remaining after such payments will be applied to the Obligations.

remedies permitted on Default.
If Mortgageor fails to pay each sum prior to the expiration of such period, Bank may, without further notice or demand on Mortgageor, invoke any notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgageor shall pay the sums declared due. accelerate, Bank shall mail, by certified mail or otherwise, Mortgageor notice of acceleration to the address of Mortgageor shown on Bank's records; the after any such transfer shall not be deemed a waiver or estoppel of Bank's right to accelerate the Obligations. If Bank exercises such option to such consent to transfer, sale or encumbrance, including, but not limited to, a fee therefor, an adjustment in the interest rate, a modification in any term of the Obligations or the payment plan, and an alteration in the prepayment privilege. Lapse of time or the acceptance of payments by Bank covenant shall run with the Property and the Obligations and the Mortgage are fully paid. Bank may impose conditions on the, interest, lien, claim, encumbrance or proprietary right, chose or incense, any of which is superior to the lien created by this Mortgage. The lease-option contract or any other method of conveyance of the Property interests; the term "interest" includes, whether legal or equitable, any right, involuntary, by outright sale, deed, installment contract sale, and contract for deed, leasehold interest with a term greater than 3 years, in the preceding paragraph, the phrase "transfer or sale" includes the conveyance of any right, title or interest in the Property, whether voluntary or

which a lien is prohibited from exercising a due-on-sale clause.
I. any other transfer or disposition described in regulations prescribed by the Office of Thrift Supervision (12 CFR 591 et seq) on account of occupancy in the Property, assignment of beneficial interest or dation to execute;
H. a transfer into an inter vivos trust in which Mortgageor is and remains a beneficiary and which does not relate to a transfer of rights of agreement, by which the spouse of Mortgageor becomes an owner of the Property;
G. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement;
F. a transfer where the spouse or child of Mortgageor becomes an owner of the Property;
E. a transfer to a relative resulting from the death of Mortgageor;
D. the granting of a leasehold interest of three years or less not containing an option to purchase;
C. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
B. the creation of a purchase money security interest for household appliances;
A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property;

10. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer or sale, or contract for any of the foregoing, the Property, or any portion thereof, by Mortgageor, except as stated below. The following events shall not cause the Obligations to be immediately due and payable: A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property, except as stated below. The following events shall not cause the Obligations to be immediately due and payable: A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property, except as stated below. The following events shall not cause the Obligations to be immediately due and payable: A. the creation of a lien or other encumbrance subordinate to Bank's security instrument which does not relate to a transfer of rights of occupancy in the Property, except as stated below.

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- D. marshalling of liens and assets; and
- C. appraisal;
- B. exemptions as to the Property;
- A. homestead;

24. WAIVER BY MORTGAGOR. To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:

23. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, the Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in the Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

22. CONDEMNATION. In the event all or any part of the Property (including but not limited to an easement therein) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement therein, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, condemnation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

21. ATTORNEYS' FEES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

20. COLLECTION EXPENSES. In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication, foreclosure minutes, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.

19. PROTECTION OF BANKS' SECURITY. If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, eminent domain, insolvency, housing or environmental code or law enforcement, or arrangements involving a bankrupt or decedent, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby assigns to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property. Without Bank's prior written consent, Mortgagor will not consent to the abandonment or termination of the condominium (except for abandonment or termination provided for by law or existing substantial destruction of the condominium improvements or taking by condemnation), any amendment to the declaration of condominium, laws, or rules and regulations of the condominium association, the termination of professional management of the condominium association (if any), or any action rendering the condominium association's public liability insurance unacceptable to Bank. Mortgagor shall take all actions reasonably necessary to ensure that the condominium association maintains a public liability insurance policy acceptable to Bank in form, amount, and extent of coverage.

18. INSPECTION BY BANK. Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.

17. SPECIAL INDEMNIFICATION. Mortgagor agrees to protect, indemnify, defend and hold Bank harmless to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental responses and/or clean-up costs, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred, of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagor; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and biota; and any private suits or court injunctions.

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Borrower.

- A. keep all buildings occupied and keep all buildings, structures and improvements in good repair;
- B. refrain from the commission or allowance of any acts of waste or impairment of the value of the Property or improvements thereon;
- C. not cut or remove, or permit to be cut or removed, any wood or timber from the Property, which cutting or removal would adversely affect the value of the Property;
- D. not permit the Property to become subject to or contaminated by or with waste;
- E. prevent the spread of noxious or damaging weeds, preserve and prevent the erosion of the soil and continuously practice approved methods of farming on the Property if used for agricultural purposes.

93057141

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Nancy Marie Willner
NANCY MARIE WILLNER
Individually

MORTGAGOR:

28. ACKNOWLEDGMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of the Mortgage has been received by the Mortgagor.

- N. FILING AS FINANCING STATEMENT. Mortgagor agrees and acknowledges that this Mortgage also serves as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon photograph or other reproduction of the Mortgage is sufficient as a financing statement.
- M. NOTICE. All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, addressed to Mortgagor at the address indicated below Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of this Mortgage. Such notices may be changed by written notice to the other party.
- L. CHANGE IN APPLICATION. Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.
- K. IF HELD UNENFORCEABLE. If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be severable only and shall not be dispositive in interpreting or construing this Mortgage.
- J. PARAGRAPHS HEADINGS. The headings at the beginning of any paragraph, or any sub-paragraph, in this Mortgage are for convenience executed contemporaneously, or in conjunction, with this Mortgage.
- I. DEFINITIONS. The terms used in this Mortgage, if not defined here, shall have their meanings as defined in the other documents applicable to all genders.
- H. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be parties; provided however, that Mortgagor may not assign, transfer, or delegate any of the rights or obligations under this Mortgage.
- G. SUCCESSORS. The Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.
- F. FORUM AND VENUE. In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.
- E. GOVERNING LAW. This Mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- D. FURTHER ASSURANCES. Mortgagor, upon request of Bank, agrees to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.
- C. AMENDMENT. The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or rights of first priority upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due or all other remaining sums due under the Obligations, nor will it cure or waive any default not completely cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
- A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.

27. GENERAL PROVISIONS

- A. Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.
- Mortgagor agrees to indemnify Bank and hold Bank harmless for all amounts so paid and for Bank's costs and expenses, including reasonable attorney's fees and paralegal fees.
- A. pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
- B. pay, when due, installments of any real estate tax imposed on the Property; or
- C. pay or perform any other obligation relating to the Property which effects, at Bank's sole discretion, the interest of Bank in the Property.

28. BANK MAY PAY. If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:

- 25. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense of the filing, impound, or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.
- E. statutes of limitations. In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

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12/29/92

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THIS IS THE LAST PAGE OF A 8 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.
Please return this document after recording to WORTH BANK & TRUST, 6025 W. 111TH STREET, WORTH, ILLINOIS 60482.
This document was prepared by WORTH BANK & TRUST, 6025 W. 111TH STREET, WORTH, ILLINOIS 60482.

OFFICIAL SEAL
Laura McMahon
Notary Public, State of Illinois
My Commission Expires 11/13/93

NOTARY PUBLIC
[Signature]

STATE OF ILLINOIS
COUNTY OF COOK
On this 29 day of Dec 1992, Laura McMahon, a notary public, certify that NANCY MARIE WILLNER, wife of Joseph D. Willner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument, as (he/her) free and voluntary act, for the uses and purposes set forth.
My commission expires:

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL STREET, CHICAGO, IL 60602
TEL: (773) 309-3000 FAX: (773) 309-3001
WWW.COOKCOUNTYCLERK.COM