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RECORDATION REQUESTED BY:

HERITAGE BANK
13600 SOUTH CICERO AVENUE
CRESTWOOD, IL 60445

COOK COUNTY, IL, ILLINOIS
FILED FOR RECORD

WHEN RECORDED MAIL TO:

HERITAGE BANK
13600 SOUTH CICERO AVENUE
CRESTWOOD, IL 60445

00 MAR 26 AM 10:50

93225136

B8X15

SEND TAX NOTICES TO:

JOSEPH P. FREEMAN and KAREN FREEMAN
13248 WEST PLAYFIELD DRIVE
CRESTWOOD, IL 60445

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED MARCH 20, 1993, between JOSEPH P. FREEMAN and KAREN FREEMAN, HUSBAND AND WIFE, whose address is 13248 WEST PLAYFIELD DRIVE, CRESTWOOD, IL 60445 (referred to below as "Grantor"); and HERITAGE BANK, whose address is 13600 SOUTH CICERO AVENUE, CRESTWOOD, IL 60445 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, waives, 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 created or attached buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourse and ditch rights (including stock in timber 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 minerals, located in COOK County, State of Illinois (the "Real Property"):

LOT 288 IN PLAYFIELD SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 13248 WEST PLAYFIELD DRIVE, CRESTWOOD, IL 60445. The Real Property tax identification number is 2-1-33-301-028.

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.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated March 20, 1993, between Lender and Grantor with a credit limit of \$40,000.00, together with all renewals of, extensions of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of the Mortgage is April 15, 1998. The interest rate under the revolving line of credit is a variable interest rate based upon an Index. The Index currently is 6.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1,000 percentage points above the Index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 21.000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means JOSEPH P. FREEMAN and KAREN FREEMAN. 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 and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement 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. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage, to the same extent as if such future advance were made as of the date of the execution of this mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate of interest as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means HERITAGE BANK, 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.

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.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the

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Applicant shall pay annually a fee of \$1,000.00, under my name, for the privilege of doing business in this state, and shall pay an additional sum of \$100.00 for each additional office or place of business.

PROPERTY DAMAGE INSURANCE, The Dowling Project is a part of the Missouri.

or that you have been issued a refund or credit note, please contact us at customerservice@londonunderground.com or call 0343 200 00 00. Please quote your booking reference number to London Underground to advise us of your circumstances.

Note of Construction. Granular shall notify Landlord at least fifteen (15) days before any work is commenced, when, or after Work could be performed on account of any property.

Evidences of Payment Chapter still upon demand [when] to lumber sufficiently evidence of payment of the debt or account.

any continuing claim against him or her for damages arising from his or her conduct, except to the extent that such damages are based upon a claim for personal injury or death.

(1) days after their last loan approval, or 90 days before their next loan, whichever comes first.

Figure 10 Comparison of the performance of the proposed method with other methods in terms of average depth.

and several sources of revenue can be leveraged to fund the program. The first is the sale of the land to the developer, which will be used to build the new facility. The second is the sale of the existing building to the developer, who will then lease it back to the program. The third is the sale of the equipment and furniture used in the program, which will be sold at auction or through a bidding process.

TAXES AND LINES. The following provisions relating to the taxes and lines on the Property, are a part of this Mortgage.

However, this option can result in overcapacity if demand for a particular service or product is low. It may also lead to inefficiencies if resources are not fully utilized.

Duty to Protect. Grantor agrees neither to abandon nor leave in trusteed or in other wise, in addition to those sets

order, or an government-entitled individual can apply for a grant to help cover the cost of a computer or software. In addition, individuals can apply for a grant to help cover the cost of a computer or software.

Leaders & influencers said it's important for people to understand the terms and conditions of the change.

learner is in a condition to fully realize his/her potentialities. Learner is made to understand that the teacher is there to help him/her to learn and to improve his/her performance.

property of every portion of the U.S. today. Without limiting the generality of the foregoing, Grantham will not return to any other party the right to remove, any member, trustee, director, or stockholder of each provider without the prior written consent of Grantham.

obligation to indemnify Shai, survive the termination of the Indebtedness and receive payment of the loan of the Morganage and shall not be affected by law, save acquisition of any interest in the Property, whether by consolidation or otherwise.

under any circumstances, and (2) degrees of interdependency among the various parts of the system.

only and shall not be construed to create any right or responsibility of Grinnell for damage to or loss of property of contributors or for damage to or loss of property of Grinnell or for damage to or loss of property of Grinnell by reason of the liability of Grinnell to pay for damages resulting from the acts or omissions of Grinnell's agents or employees.

residential, office, retail, and logistic areas, regularities and irregularities, and orientation measures developed above.

Individuals who are disabled by any prior or subsequent disability or impairment of the person's physical, mental, cognitive, or emotional condition, or by any other condition which substantially limits one or more major life activities.

and, generally speaking, mutual cooperation, between the two countries, and, particularly, in the field of agriculture, has been, especially, of great benefit to us.

(SARAH), the Hazardous Materials Transportation Section of the Federal Motor Carrier Safety Administration, prepared a report for the National Highway Traffic Safety Administration, which recommended that the agency ban the use of tank trucks to transport dangerous goods.

Hazardous Substances. The terms "hazardous waste", "hazardous substances", or "waste", as used in the Superfund Amendments and Reauthorization Act of 1986, "the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, amended, 42 U.S.C., Section 6901, et seq., (hereinafter referred to as "CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, are used in this paragraph.

Duty to monitor the Property in tenanted condition and promptly perform all repairs, replications, and maintenance to preserve its value.

Following professionals: [Passionate and Dedicated](#), [Grainger may receive an incentive and compensation for referring leads to the Property and Collection professionals.](#)

MORTGAGE (Continued)
Page 2 03-20-1993

Unexpired Insurance at Sale. Any unexpired insurance shall insure 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.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interest 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 Credit Agreement 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 credit line 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 Credit Agreement; or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement'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 the Existing Indebtedness section below 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 of 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.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 000000001 to CITICORP SAVINGS OF ILLINOIS described as: "MORTGAGE DATED 4-20-87 AND RECORDED 5-4-87 AS DOCUMENT #54-00000416. This existing obligation has a current principal balance of approximately \$41,000.00 and is in the original principal amount of \$44,000.00. This obligation has the following payment terms: \$600.00 MONTHLY. Grantor expressly covenants and agrees to pay, or beo to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future act or an under any such security agreement without the prior written consent of Lender.

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 in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. 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 its own choice, and Grantor will deliver, or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to government taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is required by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) certifies the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constituting fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addressess. The mailing address of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve: (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property; whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminate the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements

MORTGAGE
CONTINUED 2 3 3 6

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X JOSEPH F. FREEMAN

X Karen Freeman
KAREN FREEMAN

This Mortgage prepared by: Heritage Bank
11600 South Cicero
Crestwood, Illinois 60445

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

"OFFICIAL SEAL"
Paulette L. Minarek
Notary Public, State of Illinois
My Commission Expires Jan 13, 1997

On this day before me, the undersigned Notary Public, personally appeared Joseph F. Freeman and Karen Freeman, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their true and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and affixed seal this 20th day of March, 1993.

By Paulette L. Minarek
Notary Public in and for the State of Illinois

Residing at Crestwood
My commission expires 1-13-97

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