NOFFICIA Original Document Mo. 9969 inan No 60008032170 RECORDATION REQUESTED BY: First American Bank nus albert i odlavka am 201 South State Street EL YTHE HEROEDIE ALL SOLLE SERVER ORD HE RESERVER VIN FRETHER REAREDENDOS SOLLE RECORD OF THE FREE PROPERTY OF THE MORE TAKE THE MEMBERS OF THE MEMBERS OF THE PROPERTY OF THE REAL OF THE REAL OF THE PROPERTY OF THE MEMBERS OF THE PROPERTY OF THE PROP 201 South State Street agaignaid P.O. Box 307 or the constant of the control of the control of the first of the first of the control of the control of the control of the first of the f es they resigned and, what short entern partition off of financial a obligation Hampshire, IL 60140 But of bentinged od their virtings, bout to our from menos SEND TAX NOTICES TO:

Streamwood, IL A0107

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trene the carrier of the leave the content of a THIS MORTGAGE IS DATED MAY 31, 1994, between Scott Sulker, a bachelor, whose address is 217 Kosan. Streamwood, IL. 60107 (referred to below as "Grantor"); and First American Bank, whose address is 201 South riState Street, P.O.:Box 307, Hampshire, IL: 80140 (referred to below as "Lender"). In the properties of the leavest

📨 // GRANT OF MORTGAGE: For valuable con lide refren, Grantos mortgages; warrents; and conveys to Lentier ali of Grantor's right, title; and interest in and to the following described real property. Dether with all existing or subsequently erected or affixed buildings, improvements and fixtures; all be becomented rights of way, and appurenances; all writer, water rights, watercourses and ditch rights (including albein utilities with ditch or impation "basoments) rights of way, and appointments." In the real property including without timitation all minerals, oil, gas, geothermal and cimiter matters, located in Cook County, State of his or (the "Real Property"); gender the cook government of his or all the transfer or all the transfer of his or all the transfer or all the tran

-> LOT:250:IN GREEN MEADOWS SUBDIMISION UNIT:4; A:SUBDIVISION OF PART: OF:EAST:4/2:F:SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL BOD MAJOR IS MERIDIAN, IN COOK COUNTY, ILLINOIS. THE COURSE AND THE TRANSPORT OF THE PART OF THE PART

The Real Property or its address is commonly known as 217 Kosan, Streamwood, IL 60107, other Real Property tax identification number is 06-13-310-016-0900, a low groups that the model of a property DARABERT BORABERT BORABE

Grantor, presently assigns to Londor all of Grantor's right, title, and interest in and to all lesses of the Property and all Hints from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in any Pyreonal Property and Ronts. and red security interest in any Pyreonal Property and Ronts.

DEFINITIONS: The following words shall have the following meanings when used in this Mortgage shall a have the meanings attributed to such terms in the Uniform Commercial Code. "All references to Hollar amounts shall mean should be included the Uniform Commercial Code." the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agrees et dated May 31, 1994; between Lender and Grantor our Cwith a credit limit of \$42,000.00, together with all renewals of extensions of modifier one of refinancings of, consolidations of, and 🕰 substitutions for the Credit Agreement. The maturity date of this Montgage is June 1/1990. The intercent rate drider the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.750% per annum. The interest and to be applied to the outstanding account balance shall be at a rate 3.000 percentage points above the index, subject however, in the following meaning in the uniterest and a second percentage points above the index, subject however, in the following meaning in the uniterest and a second percentage points above the index, subject however, in the following meaning in the uniterest and index in the index is a second percentage points above the index is a second percentage. shall the interest rate be more than the lesser of 10,000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the Indebtedness described below in the Fuel grindebtedness section of thig "ENDRIDITURES BY LEVILLE Brown to complete with the proposition of the Monte proposition and control of the Preference of the Control of the Control of the Preference of the Control of t

Grantor: The Word "Grantor" means Scott Sutker: The Grantor in the mortgagor under this Montgage in wide to the Control Contro

Guarantor. The word "Guaranter" means and includes without limitation, each and all of the guaranters, surelies, and accommodation parties to composion with the indebtedness. It was to be a set or story and felt or matter to be the design of the model of parties of

indebtedness." The word "Indebtedness" means all principal and interest payable under the Gradii Agreement and any amounts expended or advanced by Lander to discharge obligations of Grantor by expenses lincured by Lander to enforce obligations of Grantor under this Morigage, Prodether with Interest on such amounts as provided in this Morigage? 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 it 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 compiles 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 of variable rate or sum 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 Lander 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.

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 diliguibethillight for, any of such property; and together with all proceeds (including without firmation as historatio procedulated including without firmation as historation procedulation from the process of t ovalue Si premiume) from any sale or other disposition of the Property.

Property. The word "Properly" means collectively the Real Property and the Personal Property, as here and or has a new relational parties of

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section in

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Rents. The word "Rents" means all present and luture 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. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STAUTORY 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 a possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.

Duty to Maintair. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to russer to the value.

Nulsance, Waste Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any time of including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

DUE ON SALE - CONSENT BY Linder may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's property or written consent; of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of flar, Property or any right, title or interest therein; whether riegal, beneficial or equitable; whether voluntary or involuntary; whether by outright cale, dead, installment sale contract, land contract, contract for dead, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, as imment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-live percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this optic n shall not be exercised by Lender if such exercise is prohibited by federal law or by illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maint in the Property free of all tlens having priority over or equal to the Interest of Lender under this Mortgage, except for the lien of taxes and exsessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of in insurance with standard extended coverage endorsements on a implacement basis for the full insurable value covering all improvements on the feat Property in an amount sufficient to avoid application of any collisionance clause, and with a standard mortgage clause in favor of Lender. Sufficies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender of inflicates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of tel. (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's flability 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 and Crantor 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. Granter shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000,00. Lender may make proof of loss if Granter falls to do so within lifteen (13) do is of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indexton as payment of any lien affecting the Property, or the restoration and repair of the Property.

EXPENDITURES BY LENDER. If Granter fails to comply with any provision of this Mortgage, including any obligation to nei itain 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 Granter'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 Granter. 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 previsions 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 layor of, and accepted by, Lender in connection with this Mongage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mongage 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.

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

Existing Uon. 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 9838297000 to Countrywide. The existing obligation has a current principal balance of approximately \$84,900,00 and is in the original principal amount of \$88,000,00. Grantor expressly covenants and agrees to pay, or see 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.

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FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminutes the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lander shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on like evidencing Lander's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lander from time to time.

DEFAULT. Each of the following, at the option of Londer, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, fallure to maintain required insurance, waste or destructive use of the dwelling, fallure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the helder of another lien, or the use of funds or the dwelling for prohibited purposes.

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. Ver respect to all or any part of the Personal Property, Lunder shall have all the rights and remedies of a secured party under the Uniform Commercial Corle.

Judicial Foreclosure. Levider may obtain a judicial decree foreclosing Grantons interest in all or any part of the Property.

Deficiency Judgment. If purplied by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all an junta received from the exercise of the rights provided in this section.

Other Remedies. Lender shall here all other rights and remedies provided in this Mongago or the Credit Agreement or available at law or in equity.

Attorneys' Fees; Expenses. In the even of 'orreclosure of this Mortgage, Lender shall be entitled to recover from Granter Lender's attorneys' fees and actual disbursoments necessarily incurred by Lender in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscullant due provisions are a part of this Morigage:

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17a (c) 1994 CFI ProServices, Inc. All rights reserved. (IL-003 P3.17 SUTXER.LN L2.QVL)

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 Law. of the State of Illinois.

Time is of the Essence. Time is of the essence in the pond, mance of this Mortgage.

Walver of Homestead Exemption. Grantor hereby releases and was se all rights and benefits of the homestead exemption laws of the State of tilinois as to all indebtegness segural by this Mongago.

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GRANTOR ACK	NOWLEDGES :	HAVING/H	EAD ALL THE	PROVISIO	WS OF THIS M	ORTGAGE, AND	GRANTOR A	GREES TO I	rs terms.	•	
GRANTOR: X Scott Sutk			>			DE CH)		203353		
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