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CHANG TO:

RECORDATION REQUESTED BY:

Columbia National Serix of Chicego 5250 N: Harlem Avenue Chicago, IL. 60666

WHEN RECORDED MAIL TO: THEO DIOTHES

Columbia National Bank of Chicago 5250 N. Hariem Avenue Chicago, H. 60656

SEND TAX NOTICES TO:

Maryann M. Vsazily 2221 N. Lavorgne Chicago, IL 80639 94521302

DEPT-01 RECORDING

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COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED NOVEMBER 19, 1992, between Maryann M. Vaszity, a widow, whose address is 2221 N. Lavergro, Chicago, IL 60639 (referred to below as "Grantor"); and Columbia National Bank of Chicago, whose address is 5250 N. Harlem Avenue, Chicago, IL 60656 (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 december real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and experimenances; all water, water rights, watercourses and disch rights (including stock in utilities with disch or irrigation rights); and all other rights, royal so, 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 18 AND LOT 19 17 BLOCK 4 IN JENNING'S SUBDIVISION OF LOT 2 IN THE COUNTY CLERK'S SUBDIVISION OF THE EAST 3/4 OF SECTION 33, TOWN 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN 2004 COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2221 N. Lavergne, Chicago, IL 60639. The Real Property tax identification number is 13-33-211-013 & 014.

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

DEFINITIONS. The following words shall have the following neurings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commarcial 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 November 19, 1992, between Lender and Grantor With a credit ilmit of \$75,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of the diagram of the credit is a variable interest rate based upon an index. The index current is 8.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 0.500 percentage points above the index, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 6.000% per interest of 18.000% per annum or the maximum rate allowed by applicable law.

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

Grantor, The word "Grantor" means Maryann M. Vaszily. The Grantor is the mortgag or un der this Mortgage, 94521302

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

Improvements. The word "improvements" means and includes without limitation all eviders and future improvements, flutures, 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 Cridit 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 two by (70) 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 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 or som 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.

Lander. The word "Lender" means Columbia National Bank of Chicago, its successors and assigns. The Lender is the mortgages 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 Granlor, 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, guaranties, 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 PRIDRITY 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 Lander all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage, and Secured Secured

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POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shull 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 Property and collect the Rents from the Property.

Rents from the Property.

Duty to Maintain. Grantor chall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintainance necessary to preserve its value.

Hexardous Substances. The terms "hexardous waste," "hizardous substance," "disposal," "release," and "threatened release," as used in this Mongage, shall have the same meanings as set torth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as armended, 42. U.S.C. Section 9801, et seq., "CERCLA"), the Superfund Amendmenta and Reautinotzation Act of 1989, Pub. L. No. 99-498 (TSARA), the Hexardous Materiels Transportation Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or requisitions adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that:

(a) During this period of Grantor's ownership of the Property, there has been no use, generation, manufacture, surgery reatment, disposal, release or threatened release of any hizardous waste or substance by any person on, under, or about the Property;

(b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hizardous waste or substance by any person on the property of (ii) any actual or threatened liftigation or claims of any hizardous waste or substance on other authorized user of the Property shall use, generate, manufacture, stora, treat, dispose of, or release any hizardous waste or substance on other authorized user of the Property shall use, generate, manufacture, stora, treat, dispose of, or release any hizardous waste or substance on other authorized user of the Property shall use, generate, manufacture, stora, treat, dispose of, or release any hizardous waste or substance on other authorized user of the Property shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor activity and shall not be construed horaria as also

Nulcanoa, Wasts. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or wasts on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (Including oil and gas), at it, prod or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demote the or remove any improvements from the Resi Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Fight to Enter. Lender and its agents and epresentatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to Inspect tire Property for purpose and compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Gram. In the promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Granter may contest in good faith any such law, ordinance, or regulation and withheld compliance during any procueing, including appropriate appeals, so long as Granter has notified Lender in writing prior to doing so and so long se, in Lender's sole opinion, Lunder's interests in the Property are not jeopardized. Lender may require Granter to post adequate security or a surety bond, reasonably saudicroty to Lender's interest.

Duty to Protect. Gramor agrees neither to abandon nor loave unantended the Property. Gramor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

BUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare imm die et due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written coresent, of all or any part of the "load Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract for deal, leasehold interest with a term greater than three (3) years, lease—option contract, or by sale, assignment, or transfer of any beneficial interest in or or ray it ind trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or par nership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be axerclead by Lender if such exercise is prohibited by federal law or by litinols 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 trace, execute taxes, assessments, water charges and sever service charges levied against or on account of the Property, and shall pay when due all risims for work done on or for services rendered or meterial turnished to the Property. Grantor shall maintain the Property free of all liens he may priority over or equal to the Interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing (neighborhess referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good "and dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a fien arises or is filed as a result of nonpeyment, Grantor shall within liftioen (15) days after the fien arises or, if a fien is filed, within liftioen (15) days after Grantor has notice of the filing, secure the discharge of the filing, secure the filing secure the filing

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 filteen (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 fien 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 of 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 consurance clause, and with a standard moragage 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. 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 and is or becomes available, for the term of the loan and for the full unpaid principal belance 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. Lender may make proof of loss if Granter fails to do so within fifteen (15) days of the casuality. 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, Granter 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 reinhourse Granter from the proceeds for the reasonable cost of repair or restoration if Granter 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 Granter.

Unapplied Insurance at Sale: Any unexpired insurance shall livere 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 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 talls to comply with any provision of this Morigago, 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 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 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 ye sone. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shill defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lander shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Jander such instruments as Lender may request from time to time to participation.

Compliance With Lawe. Crantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws, ordinances, and regulations of Quivernmental authorities.

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

Existing Lian. The lien of this Mriting's securing the indebtedness may be secondary and interior to the lien securing payment of an existing obligation to Cragin Savings and Lorr, Association described as: Mortgage Loan dated 6-7-73, recorded 10-19-73, and known as Document #2723320T. The existing obligation has a current principal balance of approximately \$2,173.96 and is in the original principal amount of \$17,000.00. Grantor expressly covenants and ingrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the confirmments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

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

CONDEMNATION. The following provisions relating to conde on it is n of the Property are a part of this Mortgage.

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Application of Net Proceeds. If all or any part of the Propury is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all recondemnation 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 or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notity Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. C. antor 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 line to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHOR: 17:29. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall executive such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimbures Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or criticaling 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 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; gainst 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 und 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 remed as to an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests 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 AGRÉEMENT: FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security soreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constituter. Its ures 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 Rents 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 Lander 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.

Addresses. The mailing addresses of Grantor (debtor) and Lander (secured party), from which information concerning the security interest granted by the 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, dededs 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 falls to do any of the things referred to in the proceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's exponse. For such purposes, Grantor hereby irrevocably appoints Lander 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, terminates 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 of termination of any financing statement on file evidencing Lender'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 Lender from time to time.

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DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (c) 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 knowns, assets, liabilities, or any other aspects of Grantor's finarcial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the codernal for the credit line account or Lander's rights in the colleteral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure 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 holder 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. Lander 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.

Coffect Rents. Lender shall have the right, without notice to Gramor, to take possession of the Property and coffect the Rents, including amounts past due and unpeid, 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 less directly to Lender. If the Rents are collected by Lender, then Grantor knewcostily designates 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.

Mortgages in Fires isalon. Lender shall have the right to be placed as mortgages 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 mortgages in por section or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist a person from serving at a ricelver.

Judicial Foreclosure, Lend's niety 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 amount received from the exercise of the rights provided in this section.

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

Sale of the Property. To the extent perceive by applicable law, Grantor hereby weives any and all right to have the property marshalled. In exercising its rights and remedies, Lender chall be tree 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 (30) days before the time of the sale or disposition.

Walver: Election of Remedies. A waiver by any party of a freech of a provision of this Montgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compilance 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 explicitudes or take action to perform an obligation of Grantor under this Montgage after failure of Grantor to perform shall not affect Lender's right to decline a default and exercise its remedies under this Montgage.

Attorneys' Fees; Expenses. If Lender institutes any sult or action to an order and of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at ' iel and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are no servery at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtodness payable on demand. First shall beer interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, w/nor t fimilitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a laws it including attorneys' fees for bankruptcy processings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anti-spended post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' report. Indiappraisal lees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provised by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including with out limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, sing the deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the bestiming of this Mortgage. Any party may change the address for notices under this Mortgage by giving formal written notice to the other parties, speciallying that the purpose of the notice to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over the mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender into med 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 of or amendment to this Mortgage shall be effective unlies given in writing and signed by the party or parties sought to be charged or bound by the attention or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illino's. 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.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or of commetance, such finding shall not render that provision invalid or unenforceable as to any other persons or of commetances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their euccessors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or flability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Walver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER ILL. REV. STAT., CH. 110 SECTION 15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Watvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver 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 any other right. A waiver by any party of a provision of the Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand africt compliance with that provision or any other provision. No prior waiver by Lender, nor any course of deating between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any Instance shall not constitute continuing consent to subsequent instances where such consent is required.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. GRANTOB RAPK OF CHICAGO 5250 NORTH HEREEM MERLIE This Mortgage prepared by: x 2HCF90, 3114085 Kathy Wintr INDIVIDUAL ACKNOWLEDGMENTOFFICIAL SEAL* STATE OF Thing's KATHLEEN D. WIATR Notary Public, State of Illinois) 58 COUNTY OF COOK My Commission Expires 8/19/98 On this day before me, the and showledged that he or she signed the Mortgage as his or her free and voluntary act and deed for the uses and purposes therein mentioned. 1940 day of Llovenhou Hooking at 5250 N. Haven ave Ocicago Given under my hand and official per, this Bukastillen D. Wede

My commission expires

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Notary Public in and for the State of Ili 1015

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8-19-96

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Proponty or Cook County Clark's Office

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