GLADSTONE -NORWOOD TRUST & SAVINGS BANK

Mail officer SSS N. Central Ava., Chicago, H. 6459
Facility Officer 6355 N. Central Ava., Chicago, H. 64646
H Phones (312)772-8440 Member PDIC
ZENDER

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94582910 94582910

MORTGAGE

GRANTOR Joseph M. Selby Joyce M. Selby	JOSEPH M. Selby Joyce M. Selby DEFIT-OF RECORDING 1.0000 - 1KAH 3881 07/05/94 (1723:00 - 10000 - 1KAH 3881 07/05/94 (1723:00 - 10000 - 10000 - 100000
ADDRESS 717 Therese Terrace Des Plaines, IL 60016 TELEPHONE NO. DENTIFICATION NO.	ADDRESS 717 Therese Terrace Des Plaines, IL 60016 TELEPHONE NO.

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenations: Passes, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crips pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Mortgage in the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Collocations") to Lender pursuant to:
 - (a) this Mortgage and the following prim'ssory notes and other agreements:

INTEREST	PRINCIPAL AMCUAT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY	CUSTOMER NUMBER	LOAN NUMBER
FIXED	\$13,000.00	07/07/94	as provided	9406070906	223147055
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•			instrument		

- all other present or future obligations of Borrower or C. ...lor to Lender (whether incurred for the same or different purposes than the foregoing);
- b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.
- 3. PURPOSE. This Mortgage and the Obligations described herein are exercised and incurred for PERSONAL purposes.
- 4. FUTURE ADVANCES. This Mortgage secures the repayment of all aurinces that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragrey h. 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although. It are may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed \$ 13,000.00
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. CONSTRUCTION PURPOSES. If checked, This Mortgage secures an indebtedness for construction purposes.
 - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:
 - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
 - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, cisc' ar, ad, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any here any uses toxic substances or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not similed to, (i) petroleum; (ii) triable or nonfritable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated ris is "hazardous substances" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
 - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
 - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
 - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monles payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or pusporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

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11. COLLECTION OF INDEBTEDNESS FROM NURO PARTY. Lender shall be initied to willy dequire Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property; (cymulasiyally "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor think Mortgage or receives possession of say, instrument or other remilitances with respect to the Indebtedness following the giving of such notification or if the instruments or other remilitances or the payment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remilitances in trust for Lender apart from its other property, endorse the instruments and other remilitances to Lender, and immediately provide extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

14. INSURANCE. Grantor shall keep the Property Insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgages and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds penaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or required the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender, after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance, indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any region or endoising Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigner, prede and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Let us shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. All and asstore the Property.

15. ZONING AND PRIVATE COVENANTS Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be difficult or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

16. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monles payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to restore or repair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL AC. IDNS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor burby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise at selle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting theretom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist lender in any action hereunder. Lender in any action hereunder.

1B. INDEMNIFICATION. Lender shall not assume or be responsible for the part are ance of any of Grantor's Obligations with respect to the Property 18. INDEMNIFICATION. Lender shall not assume or be responsible for the porturnance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, liabilities (including uniforneys' fees and legal expenses), causes of actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defauld Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal councer to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortga is.

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Propriet when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, "ax s and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these amounts shall be applied to the payment of large, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so field to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Granter shall allow Lender or its agin to the examine and inspect the Property and examine, inspect and make copies of Granter's books and records pertaining to the Property from time to the Granter shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Granter's books and records shall be genuine, true, accurate and complete in all respects. Granter shall note the existence of Lender's beneficial interest in its books and records pe taining to the Property. Additionally, Granter shall report, in a form satisfactory to Lender, such information as Lender may request regarding Granter's fine-matter such periods, shall reflect Granter's records at such time, and shall be rendered with such frequer cy as Lender may designate. All information furnished by Granter to Lender shall be true, accurate and complete in all respects.

ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance or (b) Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, stands possessed any claims, described, according to counterclaims in the configuration and, it is not the transferse with respect to these realists in the event that Grantor falls to provide the requested statement in a timely manner.

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;
(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement;

(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
(d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
(e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or

(f) causes Lender to deem itself insecure in good faith for any reason.

23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following emedies without notice or demand (except as required by law):

- (a) to declare the Obligations immediately due and payable in full;
 (b) to collect the outstanding Obligations with or without resorting to judicial process;
 (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender; (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafte

(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monles, instruments, and deposit accounts maintained with Lender; and

(h) to exercise all other rights available to Lander under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender Institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

24 WAIVER OF HOMESTEAD A home tead or of tions to which Granter would otherwise be entitled under any applicable law. 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender. 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses

- and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of relimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Londer chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or Indebtedness. In addition, Lender's half be entitled, but not required to be taken or executed by Grantor under this Mortgage. Lender's parformance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable. interest and are irrevocable. 1 36 Jen 17 463.9 1.
- 30. SUBROGATION C. LENDER. Lander shall be subrogated to the rights of the holder of any previous lies, security interest or encumbrance discharged with funds ar vencild by Lender regardless of whether these liess, security interests brother encumbrance have been released of record.
- 31. COLLECTION COSTS. It Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's ree sonable attorneys' fees and costs
- 32. PARTIAL RELEASE. Ler, ler may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver or the occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends constrained, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgag's shill be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, parsonal representatives, legatees and devisees.
- 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties has disignate in writing from time to time. Any such notice so given and sent by certified mall, postage prepaid, shall be deemed given three (3) days after at the notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortgage violates the aw o. is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 38. MISCELLANEUDS.

 d protest except as required by law. Animode of protest except as required by law. Animode of control of the Property securing this Mortgage. This Mortgage and any particular antor and Lender pertaining to the terms and conditions of those documents.

 39. ADDITIONAL TERMS.

 See addendum "A" as attached hereto and made a part hereof. 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall ir cit de all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents or resent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

	//S:		
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Grantor acknowledges that Grantor has read, understands, and agrees to the tell Dated: JULY 1, 1994	rms and conditions of this Mortgage.		
GRANTOR: Joseph M. Selby	GRANTOR: Joyce M. Selby		
Joseph M Selly	Chere Al. Sello		
Joseph M. Selby husband - joint tenant	wife - joint tenant		
GRANTOR:	GRANTOR:		
GRANTOR:	GRANTOR:		
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County of County of San.	County of
, the undersyred, a notary	The foregoing instrument was acknowledged before me this
public in and for said County, in the State aloresaid, DO HEREBY CERTIFY	by
parsonally known to me to be the same person	J -
subscribed to the foregoing instrument, appeared before me	as
signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.	on behalf of the
le de	
Giyen under my hand and official seal, this	Given under my hand and official seal, this day of
1 la la mande franche de la company	
VALERIE PELIKANT	Notary Public Commission expires:
My Commission Expires 02/19/95	Commission expires:
SCHE	SOULE A
' O ₄	
The street address of the Property (it applicable) is:	
Des Plaines, IL 60015	
9	
Ox	
Permanent Index No.(s): 03-36-303-006	
The legal description of the Property is:	
Lot 55 in unit no. 1 of Joseph H. Argarson's	s Craig Manor, a subdivision
of part of the Southwest 1/4 of the Sylchwest 42 North, Range 11 East of the Third J.incip Illinois	oal Meridian, in Cook County,
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This instrument was prepared by: Gladstone Norwood Trasav Bnk, 5200 N. Central, Chgo, II 60630 (BOX 34)

EXHIBIT "A"

"ADDITIONAL TERMS" RIDER

This Rider is made this <u>1st</u> day of <u>July, 1994</u> and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (The "Security Instrument") of the same date given by the undersigned (The "Borrower") to secure Borrower's Note to Gladstone-Norwood Trust & Savings Bank.

36. Sale or Transfer of Premises or Interest Therein. Mortgagor agrees and understands that it shall constitute an event of default under this Mortgage and the Note entitling the remedies herein and in the Note to be exercised if (a) the Mortgagor, or any beneficial premises to the Mortgagor, shall convey title to or beneficial interest in or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity recognized in law or equity other than the Mortgagor or the present beneficiary or beneficiaries, (b) allow any lien or security interest to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, excluding taxes and assessments not yet due and payable (c) an articles of agreement for deed or other installment contract for deed, title or beneficial interest or land contrar in the premises are entered into, or (d) any partnership interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgagor or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgagor transferred, or hypothecated, in whole or in part.

37. Hazardous Substance. Neither the Mortgagor nor, to the best knowledge of the Mortgagor, any other person has ever caused or permitted in y hezerdous Material (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Premises or the Land () year thereof or into the atmosphere or any watercourse, body of water or wetlands, or any other real property legally or beneficially owned (or any interest or estate in which is owned) by the Mortgegor (including, without limitation, any property owned by a land trust the baneficial interest in which is awned, in whole or in part, by the Mortgagor), and neither the Premises, the Land any part of either thereof, nor any other real property legally of beneficially owned (or any interest or estate in which is owned) by the Mortgagor (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Mortgagor) has ever been used (whether by the Mortgagor or, to the best knowledge of the Mortgago, by any other person) as treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material. Inc. (gagor horeby indemnifies the Mortgages and agrees to hold the Mortgages harmless from and against any and all losse; lial littles, damages, injuries, costs, expanses and claims of any and every kind whatsoever (including, without limitation, course and attornay's fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against, the Nor gages for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillagr, discharge, emission or release from, the Premises or into or upon any land, the atmosphere, or any watercourse, body of water and interest and the atmosphere, or any watercourse, body of water and the atmosphere, or any watercourse, body of water and the atmosphere, or any watercourse, body of water and the atmosphere, or any watercourse, body of water and the atmosphere, or any watercourse, body of water and the atmosphere, or any watercourse, body of water and the atmosphere, or any other federal, state, local or any other federal, state, local or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Meterial); and the provisions of and undertakings and indemnification set out in this sentence shall survive the satisfaction and release of this Mortgage and the or greent and satisfaction of the Liabilities, and shall continue to be the personal liability, obligation and indemnification of the Mort jap is, binding upon the Mortgagor, forever. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Mortgage or any other of the Security Documents. For purposes of this Mortgage, "Hazardous Material" means rice includes any hazardous substance or any pollulant or contaminant defined as such in (or far purposes of) the Comprehensive Fnvi onmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlian" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, or relating to, or in posing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at anytime hereafter in effect, or any other hezardous, toxic or dangerous waste, substance or material.

37 a. Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from any against any claims, damages, actions, liabilities, causes of action, suites, investigations and judgements of any nature whate_mer, including without limitation, attorneys' fees and expenses, incurred by Mortgagee in connection with any breach of the representations and warranties set forth in subparagraph B above. The foregoing indemnity shall survive the pay off of the loan a idenced by the Note hereby secured.

37 b. During the term of the loan evidenced by the Note hereby secured, Mortgages shall have the right. P. its option, to retain, at Mortgagers' expense, an environmental consultant who shall prepare a report indicating whether the primitive contain or are being used for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste, including, without limitation, the items described in subpartiary light 8 of this Persgraph 33. Mortgager hereby grants to Mortgagee and Mortgagee's agents, employees, consultants and contact on a the right to enter upon the Premises and to perform such tests on the Premises as are reasonably necessary to conduct any such investigation.

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