

# UNOFFICIAL COPY

9 4 7 3 3

enfwAllonge2

## ALLONGE

### (MORTGAGE MODIFICATION AGREEMENT)

94756383

THIS AGREEMENT (the "Agreement") entered into this 13 day of August, 1994, by and among Heritage Olympia Bank of 195 West Joe Orr Road, Chicago Heights, Illinois 60411 (the "Bank"); James T. McLaughlin of 1310 Idlewild Lane, Homewood, Illinois 60430 ("James"); and Ann G. McLaughlin of 1310 Idlewild Lane, Homewood, Illinois 60430 ("Ann") (James and Ann shall be collectively referred to hereinafter as the "McLaughlins").

IT IS HEREBY AGREED by and between the Bank and the McLaughlins that the Mortgage dated December 28, 1993, made by the McLaughlins in favor of the Bank and affecting the real property owned entirely by the McLaughlins located at 1310 Idlewild Lane, Homewood, Illinois 60430 (the "Mortgage") (a copy of the Mortgage is attached hereto as Exhibit A and by express reference made a part hereof) is hereby amended as follows:

(A) The word "Indebtedness" and its definition as set forth on page one of the Mortgage is hereby deleted in its entirety and is hereby replaced by the following:

**INDEBTEDNESS.** The word "Indebtedness" and its definition as set forth shall mean all obligations and liabilities of Grantor and Borrower to Lender (including, without limitation all debts, claims, costs, and expenses) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under this Agreement, the Note, the "Other Agreements" (as hereinafter defined), or by operation of law or otherwise.

(B) The following defined term is hereby added to the section labeled "DEFINITIONS" on page one of the Mortgage:

94756383

RE TITLE SERVICES # R8-1556

(82133)

DEPT-01 RECORDING  
 1:9999 TRAM 5296 08/26/94 15:06:00 \$39.50  
 \*0133 & DM \*-94-756383  
 COOK COUNTY RECORDER

3950

# UNOFFICIAL COPY

**OTHER AGREEMENTS.** The term "Other Agreements" shall mean all agreements, instruments and documents, including without limitation, mortgages, deeds of trust, loan agreements, notes, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now and/or from time to time hereafter executed by and/or on behalf of Grantor and/or Borrower and delivered to Lender, including, but not limited to, the Promissory Notes dated January 23, 1989, February 28, 1990, and December 28, 1993 in the amounts of \$135,670.77, \$34,000, and \$5,000 respectively.

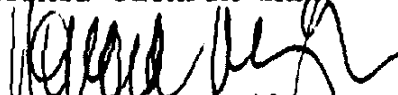
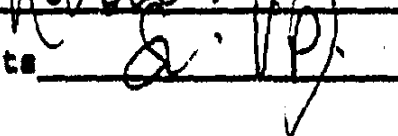
Provided, however, that the Mortgage (including particularly, but without limitation, the rights and remedies of the Bank thereunder in the event of breach or default) shall not be deemed or construed to be amended or modified except to the extent and in the manner expressly set forth herein or in other agreements between the parties hereto, including the Amendment to Security Agreements dated August 13, 1994.

The undersigned hereby authorizes the Bank, the present owner and holder of the the Mortgage, to (i) place a legend on the Mortgage giving effect to the changes herein agreed upon, or to attach this agreement or an executed counterpart hereof to said Mortgage as a part thereof and (ii) record this document with the Cook County Recorder of Deeds forthwith.

  
\_\_\_\_\_  
JAMES T. MCLAUGHLIN

  
\_\_\_\_\_  
ANN G. MCLAUGHLIN

HERITAGE OLYMPIA BANK

By   
\_\_\_\_\_  
Its   
\_\_\_\_\_

94756383

# UNOFFICIAL COPY

9 4 7 5 3

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF C O O K )

The undersigned, a notary public in and for the above county and state, certifies that James T. McLaughlin, known to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivering the instrument as his free and voluntary act, for the uses and purposes therein set forth.

DATED:



*Ronald Magnabosco*  
\_\_\_\_\_  
Notary Public

My commission expires

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF C O O K )

The undersigned, a notary public in and for the above county and state, certifies that Ann G. McLaughlin, known to me to be the same person whose name is subscribed to the above instrument, appeared before me in person and acknowledged signing and delivering the instrument as her free and voluntary act, for the uses and purposes therein set forth.

DATED:



*Ronald Magnabosco*  
\_\_\_\_\_  
Notary Public

My commission expires

PERMANENT INDEX NO:

32-05-325-011

LEGAL DESCRIPTION

LOT 11 IN BLOCK 5 IN HOMEWOOD TERRACE WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

C/JA: 1310 Idlewild Lane, Homewood

947533

# UNOFFICIAL COPY

INSTRUMENT PREPARED BY:

BRAD A. BERISH, ESQ.  
ADELMAN, GETTLEMAN & MERENS, LTD.  
53 West Jackson Blvd., Suite 1050  
Chicago, Illinois 60604  
(312) 435-1050

RECORD AND RETURN TO:

J. RONALD MAGNABOSCO  
SENIOR VICE PRESIDENT  
HERITAGE OLYMPIA BANK  
195 West Joe Orr Road  
Chicago Heights, Illinois 60411  
(708) 755-7400



Property of Cook County Clerk's Office

9476633

RECORDATION REQUESTED BY:

HERITAGE OLYMPIA BANK  
198 WEST JOE ORR ROAD  
CHICAGO HEIGHTS, IL 60411

WHEN RECORDED MAIL TO: Prepared by:

HERITAGE OLYMPIA BANK  
198 WEST JOE ORR ROAD  
CHICAGO HEIGHTS, IL 60411

SEND TAX NOTICES TO:

HERITAGE OLYMPIA BANK  
198 WEST JOE ORR ROAD  
CHICAGO HEIGHTS, IL 60411

94144890

COPY

94053803

94756393

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 28, 1993, between JAMES T MCLAUGHLIN and ANN G MCLAUGHLIN, HIS WIFE, whose address is 1310 IDLEWILD LANE, HOMEWOOD, IL 60430 (referred to below as "Grantor"); and HERITAGE OLYMPIA BANK, whose address is 198 WEST JOE ORR ROAD, CHICAGO HEIGHTS, IL 60411 (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 described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Indiana (the "Real Property"):

LOT 11 IN BLOCK 5 IN HOMEWOOD TERRACE WEST, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1310 IDLEWILD LANE, HOMEWOOD, ILLINOIS 60430. The Real Property tax identification number is 32-05-325-011.

As more fully described in this mortgage, the Property includes: (a) all extensions, improvements, substitutes, replacements, renewals, and additions to any of the property described; (b) all rents, proceeds, income, and profits from any of the other property described; and (c) (b) all awards, payments, or proceeds of voluntary or involuntary conversion of any of the property described, including insurance, condemnation, tort claims, and other obligations dischargeable in cash.

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation WOODMAC INDUSTRIES, INC.

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

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Note, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

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

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note 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, including, but not limited to, attorneys' fees, cost of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, under which Lender may make future obligations and advances to Borrower so long as Borrower complies with all the terms of the Note. Such future obligations and advances, and the interest thereon, are secured by this Mortgage whether such obligations and advances arise under the Note, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions and renewals of the Note, the Mortgage or any other amounts expended by Lender on Grantor's behalf as provided for in the Mortgage.

Lender. The word "Lender" means HERITAGE OLYMPIA BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

EXHIBIT A





# UNOFFICIAL COPY

12-28-1993  
Loan No

MORTGAGE  
(Continued)

3  
94783393

Page 3

including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may, at any time, require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor 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.

**DUPLICATE SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior 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 Real Property or any right, title or interest therein, whether legal, beneficial or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than five (5) years, lease-option contract, or by sale, assignment, 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, Lender also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana 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 maintain the Property free of all liens having 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 indebtedness 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 faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorney fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand (in writing) 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 fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien 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 coinsurance clause, and with a standard mortgagee 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 thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability 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 area, Grantor 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.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. 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, Grantor 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 reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor 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 Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall pass to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

**Grantor's Report on Insurance.** Upon request of Lender, Grantor shall, more than once a year, report in writing to Lender a report on the existing policy of insurance showing: (a) the name of the insurer; (b) the insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**EXPENDITURES BY LENDER.** Lender may, at its option, incur any expenses, including any charges 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 incur any expenses, including any charges, that are reasonable and necessary to protect Lender's interests. Any amount that Lender spends in so doing will bear interest at the rate of ten percent (10%) per annum from the date of disbursement until the date of payment. In such expenses, at Lender's option, all such expenses shall be paid to Lender by the Grantor or by the holder of the Existing Indebtedness, and shall be payable with interest as a condition of the discharge of the Existing Indebtedness. If the Existing Indebtedness is not discharged, the expenses shall be paid to Lender by the Grantor.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to the property are a part of this mortgage:  
The Grantor warrants that (a) Grantor holds good and marketable title 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 other instrument; (b) Grantor has the full right, power, and authority to execute and deliver this mortgage; and (c) Grantor has the full right, power, and authority to execute and deliver this mortgage.

**DEFENSE OF TITLE.** Subject to the exception in the paragraph above, the Grantor covenants that the title to the Property shall be 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 other instrument; (b) Grantor has the full right, power, and authority to execute and deliver this mortgage; and (c) Grantor has the full right, power, and authority to execute and deliver this mortgage.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness are a part of this mortgage:  
Existing Lien. The lien of this mortgage securing the indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or add to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instrument evidencing such indebtedness, or any default under any security document for such indebtedness.  
Default. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period then, in any event, at the option of Lender, the indebtedness secured by this mortgage shall become immediately due and payable, and the mortgage shall be in default.

**NO MODIFICATION.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances or any other security agreement without the prior written consent of Lender.  
**CONDEMNATION.** The following provisions relating to condemnation of the property are a part of this mortgage:  
Application of Net Proceeds. If any part of the property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may elect to receive the net proceeds of the net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorney's fees incurred by Lender in connection with the condemnation.

**PROCEEDING.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and to preserve the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be heard in the award. Grantor shall be bound by the award and shall be bound to pay to Lender the amount of the award as may be required by Lender in connection with such participation.  
**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** 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 execute such documents in addition to this mortgage and take whatever other action is required by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, fees, and charges, together with all expenses incurred in recording, perfecting or continuing this mortgage, including without limitation all taxes, fees, and charges for recording this mortgage and other charges for recording this mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of mortgage or upon all or any part of the indebtedness secured by this mortgage; (b) a specific tax or portion of the indebtedness or on payments of principal and interest made by Borrower; and (c) a specific tax on any portion of the indebtedness or on payments of principal and interest made by Borrower.  
**Subsequent Taxes.** If any tax to which this section applies is assessed subsequent to the date of this mortgage, this event shall have the same effect as if it were assessed prior to the date of this mortgage, and Lender may elect to pay or add to the payment of the tax as provided herein. Grantor shall reimburse Lender for all taxes, fees, and charges, together with all expenses incurred in recording, perfecting or continuing this mortgage, including without limitation all taxes, fees, and charges for recording this mortgage and other charges for recording this mortgage.

**SECURITY AGREEMENT, FINANCING STATEMENTS.** The following provisions relating to this mortgage as a security agreement are a part of this mortgage:  
Security Agreement. This mortgage shall constitute a security agreement for the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.  
**SECURITY AGREEMENT, FINANCING STATEMENTS.** The following provisions relating to this mortgage as a security agreement are a part of this mortgage:  
Security Agreement. This mortgage shall constitute a security agreement for the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.

**Security Interest.** This mortgage shall constitute a security interest in the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.  
**Security Interest.** This mortgage shall constitute a security interest in the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.

**Security Interest.** This mortgage shall constitute a security interest in the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.  
**Security Interest.** This mortgage shall constitute a security interest in the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.

**Security Interest.** This mortgage shall constitute a security interest in the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.  
**Security Interest.** This mortgage shall constitute a security interest in the property described in the Real Property description and for any other personal property a lien in which is perfected by a security agreement under the Uniform Commercial Code as amended from time to time.



ten (10) days before the time of its sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or preclude the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not preclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed of 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 unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. Except as set forth hereinafter, this Mortgage shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Indiana. However, in the event that the enforceability or validity of any provision of this Mortgage is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Mortgage (which secures the Note) has been applied for, considered, approved and made in the State of Illinois. Lender hereby waives the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Grantor against the other.

**Arbitration.** Lender and Grantor and Borrower agree that all disputes, claims, and controversies between them, whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to retitle, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**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.

**Multiple Parties; Corporate Authority.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. 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 as to 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 successors 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 liability under the indebtedness.

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

**Waivers 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 this Mortgage shall not constitute a waiver of or preclude the party's right

# UNOFFICIAL COPY

The copy of this document shall be provided to the lender in connection with the mortgage in the manner referred to in the preceding paragraph.

**Attorney-in-Fact.** The lender may, at its option, appoint an attorney-in-fact for the purpose of making, executing, recording, and filing all or any part of the documents and instruments in connection with this mortgage and any financing or refinancing of the property. The lender may also, at its option, appoint an attorney-in-fact for the purpose of making, executing, recording, and filing all or any part of the documents and instruments in connection with this mortgage and any financing or refinancing of the property.

**FULL PERFORMANCE.** If the borrower pays all the obligations imposed upon the grantor under this mortgage, the lender shall release the property from all obligations imposed upon the grantor under this mortgage, and the lender shall execute and deliver to the grantor a release of the property, and the lender shall execute and deliver to the grantor a release of the property, and the lender shall execute and deliver to the grantor a release of the property.

**Default on Other Payments.** Failure of the grantor to make any payment due by the mortgage to make any payment for taxes or insurance, or any other payment which is a condition of the mortgage, shall constitute a default under this mortgage.

**Compliance Default.** Failure to comply with any other term, condition, covenant or condition contained in this mortgage, the Note or in any of the related documents shall constitute a default under this mortgage.

**Breach.** Any violation, non-performance or statement made or intended to be made by or on behalf of the grantor or the borrower under this mortgage, the Note or the related documents, which is a breach of the mortgage, shall constitute a default under this mortgage.

**Insolvency.** The insolvency of the grantor or the borrower, or the appointment of a receiver for any part of the grantor's or the borrower's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the grantor or the borrower, or the dissolution or liquidation of the grantor or the borrower, or the death of the grantor or the borrower (if the grantor or the borrower is an individual) also shall constitute an event of default under this mortgage.

**Foreclosure, Foreclosure, etc.** Commencement of foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of the grantor or the borrower, or by any government agency against any of the property, shall constitute a default under this mortgage.

**Proceeding.** Provided that the grantor gives the lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to the lender.

**Breach of Other Agreement.** Any breach by the grantor or the borrower of any agreement concerning any indebtedness or other obligation of the grantor or the borrower to the lender, whether existing now or later.

**Failing Indebtedness.** A default shall occur under any of the following conditions or events:

- (a) Failure to pay any amount due on the mortgage when due.
- (b) Failure to pay any amount due on the mortgage when due.
- (c) Failure to pay any amount due on the mortgage when due.
- (d) Failure to pay any amount due on the mortgage when due.
- (e) Failure to pay any amount due on the mortgage when due.
- (f) Failure to pay any amount due on the mortgage when due.
- (g) Failure to pay any amount due on the mortgage when due.
- (h) Failure to pay any amount due on the mortgage when due.
- (i) Failure to pay any amount due on the mortgage when due.
- (j) Failure to pay any amount due on the mortgage when due.
- (k) Failure to pay any amount due on the mortgage when due.
- (l) Failure to pay any amount due on the mortgage when due.
- (m) Failure to pay any amount due on the mortgage when due.
- (n) Failure to pay any amount due on the mortgage when due.
- (o) Failure to pay any amount due on the mortgage when due.
- (p) Failure to pay any amount due on the mortgage when due.
- (q) Failure to pay any amount due on the mortgage when due.
- (r) Failure to pay any amount due on the mortgage when due.
- (s) Failure to pay any amount due on the mortgage when due.
- (t) Failure to pay any amount due on the mortgage when due.
- (u) Failure to pay any amount due on the mortgage when due.
- (v) Failure to pay any amount due on the mortgage when due.
- (w) Failure to pay any amount due on the mortgage when due.
- (x) Failure to pay any amount due on the mortgage when due.
- (y) Failure to pay any amount due on the mortgage when due.
- (z) Failure to pay any amount due on the mortgage when due.

**Acceleration.** Upon the occurrence of any event of default and at any time thereafter, the lender may, at its option, declare the entire indebtedness immediately due and payable, including any prepayment penalty which the borrower would be required to pay.

**UCC Remedies.** With respect to all or any part of the personal property, the lender shall have all the rights, powers and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** The lender shall have the right, without notice to the grantor or the borrower, to take possession of the property and collect the rents, including amounts past due and unpaid, and apply the net proceeds, over and above the lender's costs, against the indebtedness. In furtherance of this right, the lender may require the grantor or the borrower to execute and deliver to the lender a deed of assignment of the rents, and the lender may require the grantor or the borrower to execute and deliver to the lender a deed of assignment of the rents, and the lender may require the grantor or the borrower to execute and deliver to the lender a deed of assignment of the rents.

**Appoint Receiver.** The lender shall have the right 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, to collect the rents, to collect the proceeds of the sale of the property, and to collect the rents from the property and apply the proceeds, over and above the cost of the receiver, against the indebtedness. The receiver may serve without bond if permitted by law.

**Lender's Right to the Appraisal.** The lender shall have the right to have an appraisal made of the property, and the lender shall have the right to have an appraisal made of the property, and the lender shall have the right to have an appraisal made of the property.

**Judicial Foreclosure.** The lender may obtain a judicial decree of foreclosure of the mortgage, and the lender may obtain a judicial decree of foreclosure of the mortgage, and the lender may obtain a judicial decree of foreclosure of the mortgage.

**Deficiency Judgment.** With respect to any grantor who is a resident of the State of California, the lender may obtain a deficiency judgment for any deficiency remaining in the indebtedness due to the lender after application of all amounts received from the sale of the property, and the lender may obtain a deficiency judgment for any deficiency remaining in the indebtedness due to the lender after application of all amounts received from the sale of the property.

**Tenancy at Sufferance.** If the grantor remains in possession of the property after the property is sold at a public sale, the grantor shall become a tenant at sufferance of the lender or the purchaser of the property, and the grantor shall vacate the property, or (b) vacate the property, or (b) vacate the property, or (b) vacate the property.

**Other Remedies.** The lender shall have all the rights, powers and remedies of a secured party under the Uniform Commercial Code.

# UNOFFICIAL COPY

12-28-1993  
Loan No

MORTGAGE 7 3  
(Continued)

Page 7

otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower'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.

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

GRANTOR:

James T. McLaughlin  
JAMES T MCLAUGHLIN

Ann G. McLaughlin  
ANN G MCLAUGHLIN

This Mortgage prepared by: X \_\_\_\_\_

Name of Signer: R. MAGNABOSCO

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

On this day before me, the undersigned Notary Public, personally appeared JAMES T MCLAUGHLIN and ANN G MCLAUGHLIN, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30<sup>th</sup> day of December, 1993

By J. H. [Signature]  
Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_  
My commission expires DEC. 7, 1995

OFFICIAL SEAL  
RONALD MAGNABOSCO  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES DEC. 7, 1995

## LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_ authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

94756383

UNOFFICIAL COPY

Property of Cook County Clerk's Office

15292458