COOK COUNTY ILLINOIS

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE OMLY

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Hampahina, IL 60140

RECORDATION REQUESTED BY:

706 xo8 .O.9 201 S. State Street First American Bank

WHEN RECORDED MAIL TO:

De toe Ji ,enideqmaH P.O. Box 307 201 8, State Street Mines American Bank

SEND TAX NOTICES TO:

MORTON GROVE, IL 60053 HITRUA IN STIE SHAWN J. DILL and LINDA L. DILL

MORTGAGE

below as "Lender"). First American Bank, Anose address is 201 8, State Street, P.O. Box 307, Hampehire, IL 50140 (referred to TEMANTS, whose additions is 9112 N. AUSTIN, MORTON GROVE, IL. 80053 (referred to below as "Grantor"); and THIS MORTGAGE IS DATED NOVEMBER 17, 1894, Detween SHAWN J. DILL AND LINDA L. DILL, AS JOINT

rights); and all other dehis, toysities, and profits Acting to the rest property, including without limitation all minerale, oil, gas, geothermal and similar marters, focasted in COOK County, State of Hitnots (the "Heat Property"); essements, rights of way, and appurtensiscal, silvater, water rights, watercourses and ditch rights (including stock in utilities with ditch or krigetion in and to the following described real prop. Any together with all existing or subsequently erected or affixed buildings, improvements and fadures; all GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest

ITTINOIS' 17, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, COMPANYS SECOND DEMPSTER STREET SUBDIVISION IN EAST 1/2 OF SOUTHWEST 1/4 OF SECTION SOUTH 10 FEET OF LOT 4, ALE OF LOT 8 AND NORTH 10 FEET OF LOT 6 IN OLIVER SALINGER AND

Property tax Identification number to 10-17-304-024. The Real Property or its address is commonly known at 9112 N. AUSTIN, MORTON GROVE, IL 60053. The Real

Grantor presently seeding to Lander all of Grantor's right, title, and interest in a 1d to all leases of the Property and All Rents from the Property. In addition, Grantor to Lander a Uniform Commercial Code security interest in the Property and Rents.

the United States of America. DEFINITIONS. The following words shall have the following meanings when used in this Mongage, Terms not otherwise defined in this Mongage shall morn mean amounts in lawful money of

18.000% per annum or the maximum rate allowed by applicable law. \$50,000.00 and above, subject however to the tollowing maximum rate. Under no circumstances shall that here to an one than the lesser of to secreted not webrit aft of laupe city is bins rebrit bins 98,999,99\$ to secreted not webrit aft evode string againsoned 000.1 sist a fa applies to drantor depends on Grantor's outstanding account balance. The interest rate to be appliced to the outstanding account balance shall be and substitutions for the Credit Agreement. The maturity date of this Morgage is December 1, 1996. The interest rate under the Credit Agreement is a variable interest rate theorem in a findex. The interest rates and the rate that Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated November 17, 1994, between Lender and Grantor with a credit and consolidations of, climancings of, consolidations of, attended of, consolidations of, retinancings of, consolidations of,

Existing indebteanses. The words "Existing indebteanees" mean the indebteaness described below in the Existing indebteaness section of this

Grantor. The word "Grantor" means SHAWA J. DILL and LINDA L. DILL. The Grantor is the mongagor under this Nort, sge. Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, autestee, and accommodation parties in

connection with the indebtedness.

protect the security of the Mortgage, exceed \$137,000,000. intermediate balance, At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to balance outstanding under the Credit Agreement from time to time acro up to the Credit Limit as provided above and any Agreement, any temporary overagos, other charges, and any amounte expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding oredit obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the Credit Agreement and Related Mortgage to the same extent as it such tuture advance were made as of the date of the execution of this Mortgage. The revolving line of of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also of this amounts within twenty (20) years from the date of this future amounts within twenty (20) years from the date of this edvenced by Lender to discharge obligations of Granior or expenses incurred by Lender to enforce obligations of Granior under this Mortgage secures a revolving line together with interest on such amounts as provided in this Mortgage. Specifically, withinitation, this Mortgage secures a revolving line indebtedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or

Personal Property, The words "Personal Property" mean all equipment, lixtures, and other articles of personal property now or herester owned by Grantor, and nowes states and additions to, all replacements by Grantor, and nowes states and additions to, all replacements of,

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Property of County Clerk's Office

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and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunde 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.

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

This mortgage, including the assignment of rents and the security interest in the rents and personal property, is given to secure (1) payment of the indebtedness and (2) performance of all obligations of grantor under this mortgage. This mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including stautory liens, excepting solely taxes and assessments levied on the real property, to the extent of the maximum amount secured hereby. This mortgage is given and accepted on the following terms:

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

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

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

Duty to Maintain. Gramo' shall maintain the Property in tenentable condition and promptly perform all repairs, replacements, and maintanance necessary to preserve its value.

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

DUE ON SALE - CONSENT BY LENDER. Lenver 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 writion 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 three (3) years, lease-option contract, or by sale, assignment, or conserve 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 into any land trust holding title to the Real Property or by any other method of conveyance of Real Property into any land trust holding title to the Real Property or by any other method of conveyance of Real Property into any land trust holding title to the Real Property or by any other method of conveyance of Real Property into any land trust holding title to the Real Property or by any other method of conveyance of Real Property into any land trust holding title to the Real Property or by any other method of conveyance of Real Property into any land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding title to the Real Property or land trust holding trust holding trust holding trust holding trust holding trust holding trust h

TAXES AND LIENS. The following provisions relating to the laxee and fiere in the Property are a part of this Mortgage.

Psyment. Grantor shall pay when due (and in all events prior to dein quency) all taxes, psycoli 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 turnished 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.

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 colinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be infitted by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificative of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' pilo written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each Insurance policy also shall include an endorsement providing that coverage in lavor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. 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 insurance, to the extent such insurance in significant severage that is available, or the term of the loan and for the full unpeid principal balance of the loan, or the maximum limit of coverage that is available, whichever is leas.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the esculaity. 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.

EXPENDITURES BY LENDER. If Grantor tails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's 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 beer 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 payment 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 as 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 little of record to the Property in less 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, Lander 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, Granior warrants and will forever defend the title to the Property against the lawful claims of all persons.

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EXISTING INDESTEDNESS. The following provisions concerning existing indebtedness (the "Existing indebtedness") are a part of this Morigage.

Existing Lien. The tien of this Mortgage securing the Indebtedness may be secondary and inferior to the tien securing payment of an existing obligation to LASALLE TALMAN BANK FSB. The existing obligation has a current principal balance of approximately \$117,000.00 and is in the original principal amount of \$117,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

FULL PERFORMANCE. It Grantor page 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 fille 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. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptoy or to any similar person under any lederal or state bankruptoy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to accurate the amount repaid or recovered to the same extent as if that amount never had been originally received by Linder, and Grantor shall be bound the indebtedness or to this Mortgage.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Morigage: (a) Grantor commits fraud or makes a melotial misrepresentation at any time in connection with the credit line account. This can include, for example, a later statement about Grantor's income assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, felture 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 airs or sale of the dwelling, creation of a iten on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds of the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Uprative occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Pareonal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree for iclosing Granton'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 amounts received from the exercise of the rights provided in this section.

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

Attorneys' Face; Expenses. In the event of foreclosure of this Mortgage, Lend's shall be entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lander in pursuing such foreclosure.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mongage:

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be a governed by and construed in accordance with the laws of the State of Illinois.

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 likelihols as to all Indebtedness secured by this Mortgage.

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

This Mortgage prepared by: BARBARA DIAZ-HOWER

5000 N. Elston Ave Chicago, IL 50630 Notary Public in and (or 🖦 State of

INDIVIDUAL ACKNOWLEDGMENT

"OFFICIAL SEAL" ERIC R. HILLESTAD NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/8/97

On this day before me, the undersigned Notary Public, personally appeared SHAWN J. DILL and LINDA L. DILL, 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 desci, for the uses and purposes therein mentioned. Given under my hand and official Residing at

My commission expires

A. 19 (c) 1994.

OF COOK COUNTY CLERK'S OFFICE LASER PRO, Reg. U.S. Pat. & T.M. Of ., Y. r. 3. 18 (c) 1994 CF1 ProServices, Inc. All rights reserved, [IL-GUS DILL, LN L38.0VL]

Legal Description:

PARCEL I:

THAT PART OF BLOCK 1 IN E. S. BADGER'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 MORTH, RANGE 12, HAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 1; THEBCE WEST ALONG THE MORTH LINE OF SAID BLOCK, 161.0 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE EAST LINE OF SAID BLOCK 1, 416.0 FEET; THENCE HAST ON A LINE PARALLEL WITH THE MORTH LINE OF SAID BLOCK, 161.0 FEET TO THE BAST LINE OF SAID BLOCK, THEBCE NORTHWESTERLY ALONG THE HAST LINE OF SAID BLOCK, 416.0 FEET TO THE PLACE OF BEGINNING (EXEPT THE MORTH 230.0 FEET, AS MEASURED ALONG THE HASTERLY AND WESTERLY LINES THEREOF), IN COOK COUNTY, IILINOIS.

PARCEL II:

LOT 14 IN BLOCK 1 IN B. S. BADGER'S RESUBDIVISION OF PART OF BLOCKS 1 AND 2 IN B. S. BADGER'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 28 NORTH, RANGE 12, BAST OF THE TYOND PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL III:

LOT 12, AND 13 IN BLOCK 1 AN E. S. RADGER'S RESUBDIVESION OF PART OF BLOCKS 1 AND 2 OF E. BADGER'S SUBDIVISION OF THEIR PART (EXCEPT RAILROAD), OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, RAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BAST OF BLUFF AVENUE (EXCEPT 2 ACRES LYING (A)T OF THE CENTER LINE OF BLUFF AVENUE, AND WEST OF MESTRALY LINE OF THE RIGHT OF MAY OF THE CHICAGO, JULIAT RAILMAY COMPANY; THE MORTH LINE OF SALD 2 ACRES, BRING PARALLEL O THE CENTER 1 INH OF 47TH STREET AND EXCEPT LAND OWNED BY THE VILLAGE OF LA GRANGE DESCRIBED AS FOLLOWS; TO WIT; BEGINNING AT THE SOUTH LAND OWNED BY THE VILLAGE OF LA GRANGE DESCRIBED AS FOLLOWS; TO WIT; BEGINNING AT THE SOUTH LAND OWNED BY THE VILLAGE OF LAT AVENUE, 759.6 PRET; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF RAST AVENUE 275 FEET; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF COSSITT AVENUE 259.60 PRET TO THE WEST LINE OF RAST AVENUE, THENCE NORTH ALONG THE WEST LINE OF EAST AVENUE 275 FEET TO THE PLACE OF BEGINNING.

STATISTICS OF THE STATES