THE SERVICES # 24-15-11-2

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RECORDATION REQUESTED BY:

New Century Bank 2000 S, Lake Street Mundelein, IL 60060

WHEN RECORDED MAIL TO:

New Century Bank 2000 S. Lake Street Mundelein, IL 60080



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'256 学 KB *-94-36 LCI 字に COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE IS DATED APRIL 18, 1994, between CAROLE A BERGSTROM, DIVORCED AND NOT SINCE REMARRIED, whose address is 2703 SCHOOL DRIVE, ROLLING MEADOWS, IL 60008 (referred to below as "Grantor"); and New Century Sank, whose address is 2000 S. Lake Street, Mundelein, IL 60060 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Crantor 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 appurenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or implation rights); and all other rights, royalities, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illincis (15:e "Real Property"):

LOT 744 IN ROLLING MEADOWS, UNIT NUMBER 4, A SUBDIVISION OF PART OF THE SOUTH HALF (1/2) OF SECTION 25, TOWNSHIP 42 NORTH, HANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2703 SCHOOL DRIVE, ROLLING MEADOWS, IL 60008. The Real Property tax identification number is 02-25-308-007.

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

DEFINITIONS. The following words shall have the following meanings when used in this hiorigados. Terms not otherwise defined in this Mortgage shall be the meanings attributed to such terms in the Uniform Commercial Code. All references to define 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 GEORGE T BYRD, USA A 672 BYRD and CAROLE A BERGSTROM.

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 mortgager 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, together with interest on such amounts as provided in this Mortgage. The lien of this Mortgage shall not exceed at any one time \$40,000.00.

Lender, The word "Lender" means New Century Bank, its successors and assigns. The Lender is the mortgage under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated April 18, 1994, In the original principal amount of \$40,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 10.900%. The Note is payable in 83 monthly payments of \$882.80 and a final estimated payment of \$682.33.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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Property. The word Property' means collectively the Real Property and the Personal Property,

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section. Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan autometric agreements and documents whether now or Metage Documents. The words "Herated Documents" mean and include without limitation all promissory notes, credit agreements, loan hereafter existing, executed in connection with the Indebtedness. Page 2

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GRANTOR UNDER THIS THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTO MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: GRANTOR'S WAIVERS. Grantor waives all nights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which against Grantor, including a claim for deficiency to the extent Lenger is otherwise emitted to a claim for GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which deficiency, belore or after Lender's commencement or completion of any loreclosure action, either judicially or by exercise of a power of sale. may prevent Lander from Eringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise enursed to a deficiency, belore or after Lender's completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES, Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established GHANTUR'S REPRESENTATIONS AND WARRANTIES. Granier warrants that: (a) this Mongage is executed at borrower's request and not at the hill power and right to enter into this Mongage and to hypothecate the property; (c) Granter has established as made not at the property and the property are property and the proper request of Lender; (b) Grantor has the full power and right to enter into this Morigage and to hypothecate the Property; (c) Grantor has established recreasentation about Borrower (including without limitation the creditworthiness of Borrower). representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND TEP FORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes the, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage,

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession and use of the Property shall be Possession and Use, Unit in default, Granter may remain in possession and control of and operate and manage the Property and collect the

Duty to Maintain. Granter shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

Hazardous Substances. The lerms "hazardous" "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortoace, shall have the same meanings as set in the Comprehensive Environmental Response. Compensation, and Liability Act of 1980, as Mazardous Supstances. The learns "hazardous waste," "hazardous substance," "disposal," "release," and "intreatened release," as used in this amended, 42 U.S.C. Section 9601, et sed. ("CERCLA") In Superfund Amendments and Resuthorization Act of 1980, as 99-499 Mortgage, shall have the same meanings as sellon, in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as an action 1880, as a sellon, in the Hazardous Materials Transcortation Act. 41 U.S.C. Section 1801, et sam, the Resource Conservation and Recovery Act. 48 U.S.C. Section 1801, et sam, the Resource Conservation and Recovery Act. 48 U.S.C. amended, 42 U.S.C. Section 9601, et seq. ("CERCLA") IN Superfund Amendments and Reauthorization Act of 1886, Pub. L. No. 88-499 Section 8901, et seq., or other applicable state or Federal awa, rules, or regulations adopted pursuant to any of the foregoing. The terms ("SARA"), the Hazardous Materials Transportation Act, 45 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 3901, et seq., or other applicable state or Federal av 3 rules, or regulations adopted pursuant to any of the foregoing. The terms without finitiation, petroleum and petroleum by-products or any fraction thereof Section 8901, at seq., or other applicable state or Federal awa rules, or regulations adopted pursuant to any of the foregoing. The terms and asbestos. Grantor represents and warrants to Lender that:

(a) Juling the period of Grantor's ownership of the Property, there has been no "hazardous wasie" and "hazardous substance" shall also include without limitation, patroleum and petroleum by-products or any fraction thereof use, deneration, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on. and aspessos. Grantor represents and warrants to Lender that: (a) During the period of Granton's ownership of the Property, there has been no under, or about the Property: (b) Granton has no knowledge of, or reason to believe that there has been, except as previously disclosed to and use, generation, manufacture, storage, treatment, disposal, release or thrus ened release of any hazardous waste or substance by any person on, acknowledged by Lender in writing. (i) any use, deneration, manufacture, storage treatment disposal release or substance by any person on, disposal release or substance or substance by any person on, acknowledged by Lender in writing. (ii) any use, deneration, manufacture, storage treatment disposal release or threshold release of any under, or about the Property; (b) Granfor has no knowledge of, of reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing. (i) any use, generation, manufacture, so property of the atment, disposal, release, or threatened release of any prior owners or occupants of the property of the atment, disposal, release, or threatened release of any actual or threatened filidation or claims of any kind by acknowledged by Lender in writing. (i) any use, generation, manufacturit, storago treatment, disposal, release, or threatened release of any being to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing. (f) neither Grantor nor any kind by hazardous waste or substance by any prior owners or occupants of the Property of (in any actual or threatened litigation or claims of any kind by lenant, contractor, agent or other authorized user of the Property shall use, general, contracture, store, treat, dispose of, or release any any person letating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing. (1) neither Grantor nor any hazardous waste or substance on, under, or about the Property shall use, general, constacture, store, treat, dispose of, or release any such activity shall be conducted in compliance with all applicable. ienant, contractor, agent of other authorized user of the Property shall use, generald, contracture, store, treat, dispose of, or release any federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable Grantor authorizes Lender and its abents to enter upon the Property to make such inspections and treats at Grantor's expense, as Lender may federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests; at Grantor's expense above, the Mortances and tests and ordinances described above. Any inspections of tests made by Lander shall be for Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender's made by Lender shall be for the Montage of the property with this section of the Montage. Any inspector in or tests made by Lender shall be for the part of Lender's Grantor or to any other person. deem appropriate to determine compliance of the Property with this section of the Mortgago. Any inspour ne of tests made by Lander shall be for representations and warranties contained herein are based on Grantor's due dilicence in investigating the Property for hazardous waste. Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender's Grantor or to any other person.

Grantor hereby (a) releases and waives any future claims equinst Lender for indemnity or contribution in the event Grantor becomes tiable for The representations and warranties contained herein are based on Grantor's due diligence in investigating the property for hazardous waste, cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims, losses, liabilities. Grantor hereby (a) releases and waves any future claims against Lender for indemnity or contribution in the elect Grantor becomes liable for damages, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgace. cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Granior's ownership. damages, penalties, and expenses which Lander may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage or as a consequence or any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership including the obligation to indemnify. Shall survive the payment of the indebtedness and the satisfaction and reconveyance of the Mongage,

of interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mongage, Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise. Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by toreclosure or otherwise. Millance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the property. Without limiting the generality of the foregoing, Grantor will not terrove, or gram to any other party the kind.

Property or any portion of the Property Without limiting the generality of the foregoing, Grantor will not termove, any timber, minerals (including oil and das), soil, dravel or rock products without the prior written consent of Lender. Hoperty or any portion of the Property Wilnout limiting the generality of the foregoing, Grantor will not remove, or grant to any other products without the prior written consent of Lender, Removal of Improvements. Granter shall not demolish or remove any improvements from the Real Property without the prior written consent of any Improvements, Lander may require Granter to make arrangements satisfactory to Lender to replace. Removal of Improvaments. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of auch Improvements with Improvements of at least educal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortonge. Compliance with Governmental Requirements, Granter shall promptly comply with all laws, ordinances, and regulations, now or hereafter in a such laws, such laws. Compilance with Governmental Requirements. Granter shall promptly comply with all laws, ordinances, and regulations, now or neresiner in a cordinance. Or regulation and withhold compilance during any proceeding, including appropriate appeals, so long as Granter has notified Lander in 1990. effect, of all governmental authorities applicable to the use of occupancy of the Property. Grantor may contest in good faith any such law, writing prior to doing so and so long as, in Lender's sole opinion, Lander's interests in the Property are not leopardized. Lender may require ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender's sole opinion, Lender's Interests in the Property are not jeopardized. Lender may require

Grantor to post adequate security of a surety bond, reasonably satisfactory to Lander, to protect Lander's interest. Duty to Protect. Granter agrees neither to abandon nor leave unattended the Property. Granter 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 addition to DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and navable all transfer, without the Lander's prior written consent, of all or any part of the Real Property over the consent of th

lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding little to the Real Property, or by any other method of conveyance of Real Property Interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting slock, 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 Illinois law.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, 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.

Right To Contest. Grantor may withhold payment of any lax, 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 filled as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filled, within fifteen (15) days after Grantor has notice of the filling, 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 attorneys' fees or other charges that could accrue as a result of a fereclosure 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 Crantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Hotice of Construction. Granto, thall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Propery, if any mechanic's lien, materialmen'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 mortgaged (lau te in favor of Londer. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Londer. Clanfor shall deliver to Londer certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminishably about a minimum of thirty (30) days' prior written notice to Londer and not containing any disclaimer of the insurer's liability for failure to give such jotice. 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 kiss of damage to the Property. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's society 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 Clantor 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 inure 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 describer bek will 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 requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall copyly only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Granter falls 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 Granter's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Granter. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

"Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will lorever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compilance With Laws. Grantor warrants that the Property and Grantor's use of the Property compiles with all existing applicable laws, ordinances, and regulations of governmental authorities.

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

Existing User. The lien of this Mortgage securing the indebtedness may be secondary and interior. 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.

Default. If the payment of any Installment of principal or any interest on the Existing Indubtedness 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 therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Montgage 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 under any such 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 all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase In lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or remutation of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' tees incurred by Lender in connection with the condemnation.

Proceedings. 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 obtain the award. Grantor may be the nominal party in such proceeding, but Lander shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such in the nents as may be requested by it from time to time to permit such participation.

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

Current Taxes, Fees and Charges. Up in lequest by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lendar's perfect and continue Lender's lien on the Real Property. Grantor shall relimbures Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges to, recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which his 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 on Sorrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mongage; (c) = .e. on this type of Mongage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or 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 a nacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may capalse any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinguent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety boild or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions refraing to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to me extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lendor's security interest in the Rents and Personal Property. In a totion to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred it perfecting or continuing this security interest. Upon default, Granter shall assemble the Personal Property in a manner and at a place reasonably comenient to Granter and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which into matir a concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to turther assurances and attorney-in-fact are a part of this

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and onliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Borrower under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters reterred to in the preceding paragraph.

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

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Default on Other Payments. Fallure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any

other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Detault. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or turnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or turnished.

Death or Insolvency. The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Arresment. Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not emiddle within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

Existing Indebtadness, i) default shall occur under any Existing Indebtadness or under any instrument on the Property securing any Existing Indebtadness, or communication and any suit or other action to foreclose any existing lien on the Property.

Events Affecting Quarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent.

insecurity. Lender reasonably deems itself insecure.

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

Accelerate Indebtedness. Lender shall have the ..gn\ at its option without notice to Borrower to deciare the entire Indebtedness immediately due and payable, including any prepayment penalty which corrower would be required to pay.

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

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net procedus, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the procedus. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, when or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreciosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

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

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

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and pin right to have the property marshalled. In exercising its rights and remedies, Lander shall be tree to sell all or any part of the Property together or separately, in one sale or by separate sales. Lander shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedics. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other prevision. Election by Lender to pursue any remedy shall not exclude 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. It 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 GRANTOR 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, it 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

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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 Lendor's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender Informed at all times of Grantor's current address.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

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. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Granto, and all references to Sorrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all ob"gations in this Mortgage.

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

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may Jeal with Grantor's successors with reference to this Mortgage and the indebtedness by way of lorbearance 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.

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

Waivers and Consents. Lender shall not be deemed to he've 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 prejudice the party's right otherwise to demand strict compilance 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 Mongarja, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is equired.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MCHTGAGE, AND GRANTOR AGREES TO ITS TERMS. Clart's Office

GRANTOR:

This Mortgage prepared by:

- New Century A MATHIS

2000 S LAKE STREET MUNDELEIN, IL 60060

04-18-1994 Loan No 70

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INDIVIDUAL ACKNOWLEDGMENT			
STATE OF	Illinois		
	Cock) 55	
COUNTY OF)	
On this day before me, the undersigned Notary Public, personally appeared CARQLE A BERGSTROM, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses			
	erein mentioned.	18th	day of April 1994.
	y hand and official seal thia	- fa a .	Residing at 2000 S Lake Street Montilea 7160060
Ву	Much Klei	TEMBEN :	10 21 61
Notary Public In	and for the State of	Illineis	My commission expires 10 - x 9 - 16

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MAIK REINERTSEN
ROTARY PUBLIC, STATE OF RLINOIS
My Commission Expires 10:24/96

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Property or Coop County Clerk's Office