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95454564

RECORDATION REQUESTED BY:

STANDARD FEDERAL BANK for
savings
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60521

WHEN RECORDED MAIL TO:

STANDARD FEDERAL BANK for
savings
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60521

CONSUMER LOAN DEPT.

SEND TAX NOTICES TO:

STANDARD FEDERAL BANK for
savings
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60521

0001
RECORDING M 37.00
MAIL T 0.50
95454564 N
SUBTOTAL 37.50
CHECK 37.50

2 PURC CTR
0008 MCH 10:57

07/10/95

FOR RECORDER'S USE ONLY

This Mortgage prepared by: STANDARD FEDERAL BANK FOR SAVINGS
800 BURR RIDGE PARKWAY
BURR RIDGE, ILLINOIS 60521

MORTGAGE

THIS MORTGAGE IS DATED JUNE 17, 1995, between STEVEN J. GLOWICKI and CAROL A. GLOWICKI, HIS WIFE, whose address is 9221 SUNRISE LANE, ORLAND PARK, IL 60462 (referred to below as "Grantor"); and STANDARD FEDERAL BANK for savings, whose address is 800 BURR RIDGE PARKWAY, BURR RIDGE, IL 60521 (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 Illinois (the "Real Property"):

LOT 26 OF PARK HILL SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF A PART OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9221 SUNRISE LANE, ORLAND PARK, IL 60462. The Real Property tax identification number is 27-15-404-018-0000.

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.

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

\$37.50

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Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership and asbestos, shall also include, without limitation, detergent and petroleum by-products or any fraction thereof substances, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous wastes," or "regulated wastes" shall mean, respectively, the term "hazardous substance" as defined in the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, or regulations promulgated under the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, or regulations promulgated under the Resource Conservation and Recovery Act, 49 U.S.C. Section 1801, et seq., the Superfund Amendments and Restorations Act, 49 U.S.C. Section 1886, Pub. L. No. 99-498 ("SARA"), the Hazardous Materials Transportation Act and Radioactive Waste Site Selection Act, 49 U.S.C. Section 1801, et seq. ("CERCLA"), the Superfund Amendments and Restorations Act of 1986, as amended, 42 U.S.C. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as set forth in the Hazardous Substances Release, as used in this Mortgage, shall have the same meanings as set forth in the Hazardous Substances, Response, "hazardous substance," "disposal," "release," and "remediation," as used in this Mortgage.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, maintenance, and alterations necessary to preserve its value.

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

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

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.

DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND RELATED DOCUMENTS, CREDIT AGREEMENTS, LOAN AGREEMENTS, ENVIRONMENTAL CONTRACTS, GUARANTEES, SECURITY AGREEMENTS, NOTES, CREDITS, DOCUMENTS OF TRUST, AND ALL OTHER INSTRUMENTS, AGREEMENTS, INSTRUMENTS, GUARANTEES, SECURITY AGREEMENTS, EXCITING, EXECUTED IN CONNECTION WITH THE INDEBTEDNESS.

Realized Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental contracts, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, instruments, guarantees, security agreements, existing, executed in connection with the indebtedness.

Real Property. The word "Real Property" means collectively the Real property, interests and rights described above in the "Grant of Mortgage" section.

Real Property. The word "Property" means collectively the Real property and the Personal Property.

Personal Property. The word "Personal Property" means any sale or other disposition of the Real property; together with all accretions, parts, and now or hereafter attached or annexed to the Real property; together with all documents, instruments, fixtures, renewals, or extensions of, modifications of, renewals of, substitutions for, consolidations of, or additions to, all personal property, including equipment, fixtures, parts, and all substitutions for the personal property; and other articles of furniture, fixtures, and accessories without limitation all assignments and security interests relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note of credit agreement dated June 17, 1985, in the original principal amount of \$15,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, renewals of, substitutions for, consolidations of, or additions to, all personal property, including equipment, fixtures, parts, and all substitutions for the personal property; and other articles of furniture, fixtures, and accessories without limitation all assignments and security interests relating to the Personal Property and Rents.

The maturity date of this Mortgage is June 22, 2000. The Note is payable in 60 monthly payments of \$315.12. The interest rate on the Note is 9.50%. The Note is payable in 60 monthly payments of \$315.12. The principal amount of \$15,000.00, together with all accretions, parts, and now or hereafter attached or annexed to the Real property; together with all documents, instruments, fixtures, renewals, or extensions of, modifications of, renewals of, substitutions for, consolidations of, or additions to, all personal property, including equipment, fixtures, parts, and all substitutions for the personal property; and other articles of furniture, fixtures, and accessories without limitation all assignments and security interests relating to the Personal Property and Rents.

The Lender is the mortgagor under this Mortgage.

Lender. The word "Lender" means STANDARD FEDERAL BANK for savings, its successors and assigns, including any advanced to protect the security of the Mortgage, exceeded the note amount of \$15,000.00, at no time shall the principal amount of indebtedness secured by the Mortgage, not including any advanced to protect the security of the Mortgage, exceeded the note amount of \$15,000.00.

Improvements. The word "improvements" means and includes without limitation all existing and future replacements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, alterations, and accommodations of Grantor under this Mortgage, together with interest or expenses incurred by Lender in amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender in indebtedness. The word "indebtendess" means all principal and interest payable under the Note and any indebtedness.

Guarantor. The word "Guarantor" means STEVEN J. GLOWICKI and CAROL A. GLOWICKI. The Grantor is the mortgagor under this Mortgage.

Grantor, The word "Grantor" means the Superfund Amendments and Restorations Act and Radioactive Waste Site Selection Act of 1986, as amended, 42 U.S.C. Section 1801, et seq. ("CERCLA"), the Hazardous Substances Release, Response, "hazardous substance," "disposal," "release," and "remediation," as used in this Mortgage.

Mortgage. The word "Mortgage" means the Superfund Amendments and Restorations Act of 1986, as amended, 42 U.S.C. Section 1801, et seq. ("CERCLA"), the Hazardous Substances Release, Response, "hazardous substance," "disposal," "release," and "remediation," as used in this Mortgage.

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, alterations, and accommodations of Grantor under this Mortgage, together with interest or expenses incurred by Lender in amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender in indebtedness.

Sureties, and accommodations of Grantor in connection with the Real Property.

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, alterations, and accommodations of Grantor under this Mortgage, together with interest or expenses incurred by Lender in amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender in indebtedness.

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

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of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership 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, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, 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 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 (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

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

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, 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 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.

DUE ON 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 three (3) 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, transfer 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 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, 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

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

Security Agreement. This instrument shall constitute a security agreement to the 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 Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information 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 further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, 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 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 this paragraph.

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, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, or the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy 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 compromise 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 secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to 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 Mortgage:

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

Default on Other Payments. Failure 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 Default. 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 furnished to Lender by or on behalf of Grantor 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 furnished.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor'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.

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

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dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture 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 Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

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

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use 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 proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee 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 mortgagee in possession or receiver may serve without bond if permitted by law. Lender'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 disqualify a person from serving as a receiver.

Judicial Foreclosure. 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 hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the 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 prejudice 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 exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor 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 rate provided for in the Note. 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

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X Carol A. Glowicki
CAROL A. GLOWICKI

OFFICIAL SEAL
BESSIE KOTSIVIRAS
NOTARY PUBLIC, STATE OF ILLINOIS
Commission Expires 07/01/01

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss

COUNTY OF Cook)

On this day before me the undersigned Notary Public, personally appeared STEVEN J. GLOWICKI and CAROL A. GLOWICKI, 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 11 day of JUNE, 1995.

By Bessie Kotsoviras Residing at Cook County, IL 60616

Notary Public in and for the State of ILLINOIS

My commission expires 3/22/01

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(IL-G03 08GLOWIC.LN R23.OVL)

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