

# UNOFFICIAL COPY

95454566

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

CONSULTANT DEPT.

SEND TAX NOTICES TO:

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

COOK  
PROPERTY  
RECORDING  
DIVISION  
TAX OFFICE  
SKILLMAN  
RECEIVED  
RECORDED  
SEARCHED  
INDEXED  
FILED  
JUN 17 1995

\*\*00001\*\*  
RECORDING 37.00  
MAIL 0.50  
95454566 0.50  
SUBTOTAL 37.50  
CHECK 37.50

07/10/95

2 PURC CTR  
0010 MCN 10:59

FOR RECORDER'S USE ONLY

## MORTGAGE

THIS MORTGAGE IS DATED JUNE 17, 1995, between DWAYNE M. JOHNSON and LINDA JOHNSON, HIS WIFE, whose address is 8004 S. ARTESIAN AVE, CHICAGO, IL 60652 (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 2 IN BLOCK 3 IN 1ST ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION BEING A SUBDIVISION OF NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT WEST 33 FEET THEREOF BEING FOR A RAILROAD AND EXCEPT THAT PART TAKEN FOR WIDENING WESTERN AVENUE AND 79TH STREET) IN COOK COUNTY, COMMONLY KNOWN AS 8004 S. ARTESIAN AVE IN CHICAGO, ILLINOIS.

The Real Property or its address is commonly known as 8004 S. ARTESIAN AVE, CHICAGO, IL 60652. The Real Property tax identification number is 19-36-214-021-0000.

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.

**Grantor.** The word "Grantor" means DWAYNE M. JOHNSON and LINDA JOHNSON. The Grantor is the mortgagor under this Mortgage.

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

\$31.50

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Duty to Maintain. Grantor shall maintain the Premises in tenable condition and promptly perform all repairs, replacements and maintenance 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:

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:

PAYMENT AND PERFORMANCE. EXCEPT AS OTHERWISE PROVIDED IN THIS MORTGAGE, GRANTOR SHALL PAY TO LENDER ALL

PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED PERSONAL PROPERTY AS PROVIDED IN THE DEED OF TRUST.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND DEBTORS, REMAINING PROPERTY IS GIVEN TO SELLER. (1) PAYMENT OF THE INDEBTEDNESS AND (2)

Rents. The word "Rents" means all present and future to the lessee, revenues, income, issues, royalties, promises, and other benefits derived from the property.

morning, debates of truth, and in order that there may be no misunderstandings and disagreements, we must now go through

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, which now or hereafter

**Real Property, The Words** mean the property, interests and rights described above in the **Grant or Mortgagee Section.**

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

**Personal Property.** This undersigned, herein referred to as "Seller," does hereby sell, transfer, convey, assign, and deliver to the Buyer, his heirs, executors, administrators, successors, and assigns, all personal property, fixtures, equipment, machinery, and all other articles and chattels now or hereafter attached or affixed to the Real Estate, except those specifically retained by Seller.

The maturity date of this Mortgage is June 22, 2000.

modifications of, reuniting of, consolidations of, and substitutions for the promissory note or agreement.

Note. The word "Note" means the promisee may have or credit agreement dated June 17, 1983, in the original principal amount of \$15,000.00 from Grantor to Lender, together with all renewals of, extensions of,

Implementation all sealing measures and security interests provisions relating to the Personal Property and Rights.

The Lender is the mortgagee under this Mortgage.

Lender. The word "Lender" means STANDARD FEDERAL BANK for savings, its successors and assigns.

To enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of indebtedness secured by this Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$15,000.00.

amounts expended or advanced by Lender to discharge obligations of grantor of expenses incurred by Lender.

rapidly changing and other countries' contribution on the war in Japan.

**IMPROVEMENTS** The word "improvements" means and includes without limitation all existing and future

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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, or about 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. 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 (in 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 Indebtedness referred to below, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall

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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.

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

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

**Existing Lien.** The lien of this Mortgage securing the indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 5001043829 to STANDARD FEDERAL BANK FOR SAVINGS. The existing obligation has a current principal balance of approximately \$81,791.00 and is in the original principal amount of \$83,750.00. The obligation has the following payment terms: MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST. 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 Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances 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 restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees 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 Lender 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 instruments 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 taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse 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 for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage 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 Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted 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 exercise 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 delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**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

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**Exalting indebtedness.** A default shall occur under any Exalting indebtedness or under any instrument on the property securing any Exalting indebtedness, or commencement of any suit or other action to foreclose any

Breach of Other Agreement. Any breach by Granter under the terms of any other agreement between Granter and Lender that is not remedied within any grace period provided therein, including without limitation any agreement that grants Lender any indebtedness or other obligation of Granter to Lender, whether existing now or

dispute by arbitration as to the validity of trademarks which is the basis of the application or a surety bond for the claim satisfactory to Lender.

Proceedings, Penitentiary, Reformatory, etc.; Committals or Commitments to Institutions or Prisons; Self-Help, Repossession of Any Other Method, by Any Creditor of Grants or by Any Governmental Agency Against Any of the Property.

Part of Grantee's property, any assigment for the benefit of creditors, any type of creditor or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

respect, either now or at the time made or unmade.

Moral Agency, the Nature of the Duty, or the Historical Document.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Agreement or the Note or any of the Restated Promises, constitutes a default under this Agreement.

**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 injury of or to effect discharge of

**ROLE:** Each of the following, an old option in Canada, such as mining or power, has been used to support the Canadian economy.

granted by Leander, and Grahm shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

... continue to be received or shall be terminated, as the case may be, without notice or delay, and the Indebtedness and the Property will remain in full force and effect until paid in full, notwithstanding any notice of non-acceptance or termination.

any claim made by Lender under or in connection with any of the documents referred to in paragraph 1 above, or in respect of any other claim made by Lender against the Borrower or any other party in respect of the same.

**General or State Bankruptcy Law or Any Similar Person under**

cultly interest in the Persecution of the Jews and the Peasant Property. Grantor will pay, if permitted by applicable law, any reasonable expenses or by any third party on the independent basis and thereafter render

PERFORMANCE, II Grantor D., all the indebtednesses when due, and otherwise performs all the obligations

III. ACCURATELY APPROPRIATE. Lenard's "Glossary of Anatomy—III—Part I" is the purpose of marking, according to his opinion, recording, and doing it; other things as necessary or desirable. In Lenard's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Attorneys-in-Fact, i.e., a senior alias to do any of the things referred to in the preceding paragraph, render may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby

On the Prophets; & whether now owned or heretofore acquired by Granger. Unless Prohibited by Law or Agreed to contrary by Lender in writing, Grantor shall remainder for all costs and expenses incurred in connection with the property referred to in this paragraph.

In order to meet cultural, communications, and other requirements as necessary, in the case of a disaster, the Director, the Director of Disaster Management, and the Head of the Related Documentation, and (b) the lenses and security interests created by this Message.

and in such offices and places as the court, recorder, treasurer, or the like may, by such rules

**Further Assurance.** At any time, and from time to time, upon request of Lender, Grantor will make, execute

**RATHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this mortgage.

Addressees. The mailing addressees of Granitor (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 Mortagage Code). Are as stated on the first page of this Mortgage.

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.

Mortgage as a financing statement. Grantor shall remunerate Lender for all expenses incurred in perfecting or

MORTGAGE (Continued)  
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## MORTGAGE (Continued)

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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.

**Mortgagor in Possession.** Lender shall have the right to be placed as mortgagor 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 mortgagor 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 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. Grantor 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, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address

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LINDA JOHNSON

DWAYNE M. JOHNSON

X  
GRANTOR:

GRANTOR AGREES TO ITS TERMS.

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

WAVERS AND CONSENTS. Lender shall not be deemed to have waived any rights under this Mortgage (or under any provision of this document) 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 otherwise. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of any other right or privilege the party has under this Mortgage (or under any provision of this document). No prior written course of dealing between Lender and Grantor, shall constitute consent by Lender to any of the grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the grantor's signature shall be a waiver of any prior Lender's rights or any subsequent modification of such consent by Lender in any instance where such consent is required.

Time is of the essence. Time is of the essence in the performance of this Mortgage. Waiver of Homestead Exemption. Grantor hereby waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all incidents of this Mortgage.

Successor and Assigns. Subject to the limitations set forth in the transfer of Grammer's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns, if any other provision of the property becomes vested in a person other than Grantor, Lender, without notice to Grammer, his heirs, executors, administrators, successors, assigns, or personal representatives, it may be modified to be written, the limits of enforceability or validity; however, if the original provision remains valid and enforceable, it shall be so modified, it shall be written and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Mutual Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all releases, waivers, and joint and several defenses in this Mortgage shall be mutual and every Grantor.

Merge. There shall be no merger of the interest of the estate created by this Mortgage with any other interest or right in the property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Capital Headings. Capital headings in this Mortgage are for convenience purposes only and are not to be used to define the provisions of this Mortgage.

Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matter 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.

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

For priority over this Mortgage, Grantor agrees to keep Lender informed at all times of Grantor's current address. Notice over this Mortgage shall be sent to Lender's address as shown near the beginning of this Mortgage. The notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address as shown near the beginning of this Mortgage.

for notices under this Mortgage by giving formal written notice to the other parties, specifically that the purpose of

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06-17-1995  
Loan No 5199000052

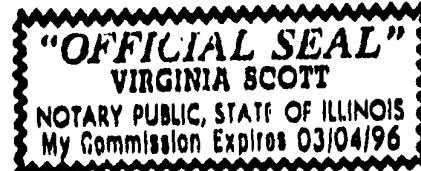
MORTGAGE  
(Continued)

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

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)  
                                ) ss  
COUNTY OF COOK)



On this day before me, the undersigned Notary Public, personally appeared DWAYNE M. JOHNSON and LINDA JOHNSON, 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 21 day of JUNE, 1995.

By Virginia Scott Residing at Cook Law 71

Notary Public in and for the State of ILLINOIS

My commission expires \_\_\_\_\_

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