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DUKANE TITLE P.O. BOX 2038 GLEN ELLYN, IL 60138-2036

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10ME EQUITY LINE MORTGAGE

GRAN'

BORROWER

Stephen R. Plaim Jeanne Flaim

Stephen R. Flaim Jeanne Flaim

ADDRESS

1125 Waterford Green Points

Mariette, Ga 10069

TELEPHONE NO. 404-998-9108

IDENTIFICATION NO.

ADDRESS

Waterford Green Pointe

Mariatta, Ga 30068

TELEPHONE NO.

404-998-9108

IDENTIFICATION NO.

- GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above. the real property described in Schedule A which is attached to this Kickipage and incorporated herein together with all future and present improvements and flatures, privileges, hereditaments, and appurtenances, leases, licenses and other agreements easements royalties, leasehold estate if a leasehold, rents, issues and profits, water, wall, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property")
- 2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future indebtedness, habilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to

(a) that wo	udade sun me minomud bu	итиваску полев ил	n Chillian Wild Callinds	115	
INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTCALER NUMBER	LOAN REMUN
VARIABLE	\$50,000.00	08/01/95	08/01/00	2029804	9001
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- b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing,
- c) applicable law
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purposes
- 4. FUTURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage junder the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such

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5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lander to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon

6. REPRESENTATIONS, WARRAUTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender

that

- (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attacted to this Mortgage and incorporated herein by reference (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any other substance, material or waste which is or becomes regulated by any governmental authority including, but not limited to (i) petroleum, (ii) friable or nonfinable asbestos. (iii) polychlorinated bipmenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes, (v) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute, or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect.
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall be conflict with the provisions of any statute, regulation, ordinance rule of law, contract or other agreement which may be hinding on Grantor at any time.

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property, and

(e) Grantor has not violated and wholi not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially after, the Property (including but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

- 7. TRANSFERS OF THE PROPERTY CR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lervier of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Sorrower or Grantor (if Borrower or Grantor is not a natural person or persona but is a corporation, partnership, trust, or cutval legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Giarritor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Gramor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Gramor without Lender's prior written consent, shall not (a) collect any monies payable under any Agreement more than one month in advance, (b) modify any Agreement. (c) assign or allow a lien, security interest or other encumprance to be placed upon Chantor's right, title and interest in and to any Agreement or the amounts payable thereunder, or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If agreement, Gram's shall promptly torward a copy of such communication (and subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (curn setively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condernation proceeds. Grantor shall hold such instruments and other remittances in frust for Lender apart from its other property, endorse the instruments and other remittances to Lender and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom
- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any afterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 12. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

13. INSURANCE. Grantor shall keep the Property insured to their casuality. The insurance pointies shall require the durage caused by tire, collision, their, flood (if applicable) or other casuality. The insurance pointies are altered or expression to the collision of the collis Properly from such companies as are acceptable to Lender in its sole discretion. The insurance poices are shered of insurance company to provide Lender with at least thirty (30) days, written notice before such policies are shered or insurance and or contained that no and or contained and are a mortification and an area manner. The insurance indicate shall remain and a mortification and area and or contained that no and or contained and or cont Insurance company to provide Lender with at least thirty (30) days, written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or ormsion of Grantius name and whose natural shall altered the right of Lander to be naid the insurance necessarial and an interest shall altered the right of Lander to be naid the insurance necessarial and a shall altered the right of Lander to be naid the insurance necessarial and a shall altered the right of Lander to be naid the insurance necessarial and the insurance necessarial and the right of the naid the insurance necessarial and the insurance necessarial an cancelled in any manner. 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In the event grantor falls according to the requirement of the part to Lender. require the ensurance proceeds to be paid to Lender. In the event Gramor hass to acquire or maintain insurance, Lander latter providing notice as may be required by lawly may in its discretion procure appropriate insurance coverage upon the latter providing notice as may be required by lawly may in its discretion procure appropriate insurance as insurance and in December 2. latter providing notice as may be required by law) may in its discretion produce appropriate insurance coverage upon the property and charge the insurance cost shall be an advance payable and beering interest as described in Paragraph 27. Lander property and charge the insurance cost shall be an advance payable and beering interest as described in Paragraph 27. Lander property and charge the insurance cost shall furnish Lender with evidence of insurance indicating the required coverage cannot be an advance of insurance indicating the required coverage cannot be an advance of insurance indicating the required coverage cannot be an advance of insurance indicating the required coverage coverage control of the insurance cost shall furnish Lender with evidence of insurance indicating the required coverage cannot be an advance payable and beering interest as described in Paragraph 27. and secured nereby Grantor shall furnish Lender with evidence or insurance indicating the required coverage. Lander may sect as attempt in fact for Grantor in making and setting claims under insurance policies, cancelling any policy of may set as attempt in fact for Grantor in making and setting claims under insurance. 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ZONING AND DYPLATE COVENANTS. Grantor shall not initiate of consent to any change in the zoning 14. ZONING AND PROPATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private consent affecting the use of the Property Without Lander's prior written consent. It cannot be used on the property without Lander's prior written consent. It cannot be used on the property without Lander's prior written consent.

provisions or private conscious affecting the use of the modern without Lender's prior written consent. If urantor's use to the Property becomes a no conforming use under any zoning provision. Grantor was immediately conditable content and and immediately conditable contents and and the description of abandonal weight the reverse written consent of Landau was immediately conditable. of the Property Decomes a no nonnerming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned whitelet the prior written consent of Lender. Grantor will immediately provide Lander with burnton notice of any processor of the p DRI DISCONTINUED OF ADAPADORED WITHOUT THE PRIOR WRITTEN CONSENT OF LENGER STREETING THE Property written notice of any proposed charges to the zoning provisions or private coverants affecting the Property

18. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened monators are managed in Grantor from each an amount domain was sading postalation to the present. 15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or translation or emisent domain proceed to benaining to the Property. All monies payable to Grantor from such conviernation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attuments. The conviernation or taking are hereby assigned to be a signal or conviernation or taking are necessary or their contents. condemnation or taking are nereby assigner to Lender and shall be applied first to the payment of Lender's attorneys tees, legal expenses and other costs (including typinisal fees) in connection with the condemnation or range of the concentration or range of the concentration or the restriction or range of the concentration and the content of the Oblinations or the restriction of the concentration of the content of the content of the Children of the content of the content of the Children of the content of the c tees, legal expenses and other costs (including express) in connection with the condemnation or eminent domain proceedings and then at the option of Lende to the payment of the Obligations or the restoration or repair of the property in any event, Grantor shall be obligated to restore or repair the Property.

18. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender 18. LENUER'S MIGHT TO COMMENCE ON DEPEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual of threatened action. Suc. of other proceeding affecting the Property Grantor hereby and notice of any actual of threatened action. Suc. of other lender and defend such actions. Suits or other lender appropriate Lender as its attorney in fact to commence intervents in and defend such actions. with written notice of any actual or threatened action such or other proceeding affecting the Property Grantor needly appoints. Lender as its attorney in fact to commence intervenum in and defend such actions, suits, or other legal appoints. Lender as its attorney in fact to commence intervenum and the normalization of the suits and the normalization and to normalization and the normalization of the suits and the normalization and the norma appoints Lender as its attorney in tact to commence intervenum, and differ such actions, suits, or other legal to compromise or settle any claim or contitively pertaining thereto. Lender shall not be liable to proceedings and to compromise or settle any claim or contitively pertaining thereto Lender shall not be liable to proceedings and to compromise or settle any claim or contition to the antions classified in this national arms mistake invitation or relative manual to the antions described in this national arms. proceedings and to compromise or settle any claim or contitivently penalthing thereto. Lender shall not be liable to any action, error mistake, omission or delay penalthing to the actions described in this paragraph or any action, error mistake, omission or delay penalthing to the actions the antione described in this antione described in this paragraph or any action that are the antione described in the actions described in this paragraph or any action that are the actions described in this paragraph or any action that are the actions described in this paragraph or any action that are the actions described in this paragraph or any action to the actions described in this paragraph or any action are the actions described in this paragraph or any action are the actions described in this paragraph or any action are the actions described in this paragraph or any action are the actions described in this paragraph or any action are the actions described in this paragraph or any action are the actions described in this paragraph or any action are the actions described in the actions described in the action are the action of the action are the action of the action are the action of the action action are the action of the action action are the action of the action Grantor for any action, error mistake, omission or delay pertaining to the actions described in this damages resulting therefrom Nothing contained herein will prevent Lander from taking the actions described in this

17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grando's and he immediately available a 17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grando's and its condensation of the property under any discumstances. Grando's shall immediately provide Lander and its condensation of the performance of any of Grando's shall immediately provide Lander and its condensation of the performance of any of Grando's shall immediately provide Lander and its condensation of the performance of any of Grando's shall immediately provide Lander and its condensation of the performance of any of Grando's shall immediately provide Lander and its condensation of the performance of any of Grando's shall immediately provide Lander and its condensation of the performance of any of Grando's shall immediately provide Lander and its condensation of the performance of any of Grando's shall immediately provide Lander and its condensation of the performance of the performan CONGRICORS WITH 19STRECT TO THE PYTODORY UNDER any discumstances. Grandly shall immediately provide Lander and its shareholders, directors, officers, employees and agents with written notice of an indemnity and hold Lander and its shareholders, directors, officers, employees and anents harmbase from all plains, damages (including strongers) shareholders, directors officers, employees and anents harmbase from all plains. shareholders, directors, officers, employees and agents with written notice of andemnty and not Lander and its shareholders, directors, officers, employees and agents harmless from all claims, damage, liabilities (including attempts) shareholders, directors, officers, employees and agents harmless from all claims damage, liabilities (including attempts) shareholders, directors, officers, employees and agents harmless from all claims damage, liabilities (including attempts) and notice of the shareholders, directors, officers, employees and agents harmless from all claims damage, liabilities (including attempts) and notice of the shareholders, directors, officers, employees and agents harmless from all claims damage, liabilities (including attempts) and notice of the shareholders, directors, officers, employees and agents harmless from all claims. paragraph in its own name thareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys) pertaining tees and legal expenses). Causes of action, actions, suits and other legal proceedings (cumulatively "Claims" of Lender, tees and legal expenses and other costs to the Property (including but not limited to, those involving Hazardous Materials). Since a expenses and other costs to the Property (including but not limited to, those involving Hazardous Materials). Since a expenses and other costs to the Property (including but not limited to, those involving Hazardous Materials). Since a expenses and other costs to the property (including but not limited to, those involving Hazardous Materials). Since a expenses and other costs to the action of the property (including but not limited to, those involving Hazardous Materials). Since a expenses and other costs to the property (including but not limited to, those involving Hazardous Materials). Since a expenses and other costs to the property (including but not limited to, those involving Hazardous Materials). Since a expenses and other costs to the property (including but not limited to, those involving hazardous Materials). Since a expenses and other costs are actions and the property (including but not limited to, those involving hazardous Materials). shall hire legal counsel to defend Lender from such Claims, and pay the attorneys takes on a sequence and other costs incurred in connection therewith. In the alternative to incurred a connection therewith. Connection to incurred to incurred a connection of Country's contraction to incurred to incurred a connection of the connection o incurred in connection therewith. In the alternative, Lander shall be entitled to employ its and legislation, release of such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release of the connection therewith the standard of the standa

18. TAXES AND ASSESSMENTS. Grantor shall pay all laxes and assessments relating to Property men due. Upon the requires of Lender. Grantor shall deposit with Lender each morth one twelfith (1/12) of the estimate I annial insurance the requirement of the property. So from an impact to the property of the property of Lender, grantor shall deposit with Lender each morth one there is no relating to the property. the request of Lender, Grantor shall depose with Lender each moren one hierin (1/12) of the estimate annual insurance premium taxes and assessments pertaining to the Property. So long as there is no datable, these and assessments pertaining to the Property and the property in the estent of results and assessments and insurance as required on the Property. premium taxes and assessments pertaining to the Property 50 long as mere is no detail. These arrays Lender appointed to the payment of taxes, assessments and insurance as required on the Property. In the event of details, Lender appointed to the payment of taxes, assessments and insurance as required to new and seven or arrays the contractions. accised to the payment of taxes, assessments and insurance as required on the Property. In the event of decision, Lender shall have the right at a sole option. In apply the funds so held to pay any taxes of against the Obligations shall have the right at a sole option. In apply the funds so held to pay any taxes of against the Obligations shall have the remarks order of the due data thereof. 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its against increase and make increase of Grantor's house and records and re anall have the high. All all some option to applied in the reverse order of the due data thereof.

THE INSPECTION OF PHOPENTY, BOURS, HECOMUS AND MEYOMES. GRANTO'S SHALL BROW Lender OF RESPONSIBILITY OF STATE OF PROPERTY and EXAMINE INSPECT and make copies of Granto's books and records pertaining to the property and examine inspect and make copies of Granto's books and records as a second from time to time. Granto's shall provide any explanations required by a second from time to time. Granto's shall provide any explanations required by a second from time to time. examine and respect the property and examine inspect and make copies or Grantor's books and records persisting to the the Property from time to time Grantor shall provide ally assistance required by Lender for these purposes. All of the time Property from time to time Grantor's broke and records shall be carried and this accurate and information contributed in Country's broke and records shall be carried and this accurate and information contributed in Country's broke and records shall be carried and this accurate and information contributed in Country's broke and records shall be carried as a contribute and information contributed in Country's brokes and records a shall be carried as a contribute and country to the country of the the Property from time to time. Grantor shall provide any assistance required by Lender for mese purposes. As of the supposes in all securities and information contained in Grantor's books and records shall be genuine, true, accurate necessition to the process. signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects and information contained in Grantor's books and records pertaining to the Property is respects. Grantor shall note the existence of Lender's interest in another may required retrieval of another each information as a lander may required the another existence of another each information as a lander may required to another each information as a lander may required to the property in another each information as a lander may required to the property in a second seco respects. Grantor shall note the existence of Lender's interest in as books and records personning to me Property in a book and records personning to me Property in a book such information as Lender may request regarding in additionally. Grantor shall report in a form satisfactory to Lender such information as Lender may request records a second second second resource in a formation of the Property. The information shall be for such nearlock shall reflect Grantor's incordance or the Property. ACCIONATIVE LITERATURE START TOPORT IN A TORM SATISFACTORY TO LONGER SUCH INFORMATION AS LONGER MAY TOQUEST RECORDS AT GRANDING THAT THE INFORMATION SHALL BE SUCH DEPICHS. SHALL REPORTED THE INFORMATION SHALL BE SUCH DEPICHS AND INFORMATION OF THE PROPERTY THE INFORMATION OF THE PROPERTY AND INFORMATION OF THE PROPERTY OF THE PROPER Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be rendered with such frequency as Lender may designate.

20. ESTOPPEL CERTIFICATES

Within ten (10) days after any request by Lender, Grantor shall deliver to Lander, or strength the Chicathons a strength and acknowledged strength to the Chicathons a strength and acknowledged transfer to the Chicathons as strength and acknowledged to the Chicathons as strength and acknowledged to the Chicathons as strength as the Chicathons as strength and acknowledged to the Chicathons as strength and acknowledged to the Chicathons as strength as the Chicathons as the Chicatho Lender shall be true accurate and complete in all respects

20. ESTOPPEL CERTIFICATES Within ten (10) days after any request by Lender, Grantor studied deliver to Lender, or the Obligations, a signed and acknowledged statement delivered transfered or Lender's nights with respect to the Obligations, as signed and acknowledged statement delivered transfered or Lender's nights with respect to the Obligations, and (b) whether Grantor possesses any claims, delenses, set offs or specifying (a) the outstanding balance on the Obligations, and if so the nature of such claims, delenses, set offs or reconstructions with respect to the Obligations and if so the nature of such claims, delenses. specifying (a) the outstanding balance on the Ubligations, and (b) whether urantor possesses any claims, detends, set offs of sectors of such claims, detends, set offs of counterclaims with respect to the Obligations and, if so, the nature of such claims, detends, set offs of counterclaims with respect to the Obligations and, if so, the nature of such claims, detends to the interest of sectors and the conditional bound by any terrespectation that I ender may make to the interest of sectors and the conditional bound by any terrespectation. sel-ons or counterclaims with respect to the Obligations and, it so, the nature of such claims, defenses, sel-ons or counterclaims. Grantor with be conclusively bound by any representation that Lender may make to the requested statement transfers with respect to these matters in the event that Grantor talks to provide the requested statement of the requested statement.

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- DEFAULT, Grantor shall be in default under this Mortgage in the event that Grantor or Borrower
 - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, talse statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition:

(b) falls to meet the repayment terms of the Obligations, or

- (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lander's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an Magel manner which may subject the Property to seizure or confiscation
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law)
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations.

(b) to declar, the Obligations immediately due and payable in full,

(c) to collect the chastanding Obligations with or without resorting to judicial process;
(d) to require Granicy to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender,

(e) to collect all of the cents, issues, and profits from the Property from the date of default and thereafter.
(f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the aduquacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property.

(g) to foreclose this Mortgage. (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts mainteined with Lender, and

to exercise all other rights available to brinder under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required

- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner first to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lie 2 or for its expenses and costs of the sale or in connection with securing preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys fees, legal expenses, filing fees, notification costs, and appraisal costs), then to the payment of the Obligations, and then to any third purty as provided by law
- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor her they waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law
- 25. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable corneys fees and costs
- 26. SATISFACTION. Upon the payment and performance in full of the Obligation Lender will execute and deliver to Grantor those documents that may be required to release this Mortgage of record. Grantor shall be responsible to pay any costs of recordation
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law. Grantor shall immediately reimburse Lender for all amounts. (including attorneys, fees and legal amounts by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney in fact to endorse Grantor's name on ail instruments and other documents pertaining to the Obligations or indebtedness. In addition. Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Gramor under this Mortgage. Lender's performance of such action of execution of such documents shall not relieve Grantor. from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property

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- 32. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected d Lender amends, compromises, exchanges fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 33. SUCCESSORS AND ASSIGNS. This Mongage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees
- 34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given
- 35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable
- 36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located Grantor consents to the jurisdiction and venue of any court located in such state
- 37. MISCELLANEOUS Grantor and Lender agree that time is of the assence. Grantor waives presentment. demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons gioning below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 38. ADDITIONAL TERMS.

integrated understanding between Granto: and Lender perta	lining to the terms and conditions of those documents
38. ADDITIONAL TERMS.	
	County
Grantor acknowledges that Grantor has read, understands, a Dated AUGUST 1, 1995	and agrees to the terms and conditions of this Mortgage.
GRANTOR Remines P. Freim	GRANTOR Jeans Plais His Wife in Joint Terrency
GRANTOR	GRANTOR

UNOFFICI	AL COPY					
	State of					
Courty of Duker 2 88	County of					
	The foregoing instrument was acknowledged before me					
public in and for said County, in the State aforesaid, DO	The foregoing instrument was acknowledged before methic					
HEREBY CERTIFY that Licking + Jienal Thais	To					
personally known to me to be the same person a						
whose name a subscribed to the foregoing instrument, appeared before me this day in person and	B) wasternamen and an account of the contraction of					
acknowledged that	The second secon					
sealed and delivered the said instrument as aller free and voluntary act, for the uses and purposes herein set						
forth						
Given under my hand and official soul, this /D/ day	Given under my hand and official seal, this day					
A STATE OF						
Mondey Al Mar & 10	Notary Public					
No Public AL SEA!	Notary Public					
Commission expires	Commission expires					
SCHEDL SCHEDU						
The street address of the Property (if applicable) is. \$811. No	#- 					
Hanover	Park, IL 60103					
Permanent Index No.(s) 07-31-215-915						
The legal description of the Property is:						
LOT 15 IN BLOCK 20, IN HANOVER HIGHLANDS UNI	T NO. THREE, VILLAGE OF HANOVER					
PARE, COOK COUNTY, ILLINGIS, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL						
MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTRED IN THE OFFICE OF THE						
SEGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS OF MAY 19, 1964 AS DOCUMENT NUMBER 2150586.						
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	Clart's Office					
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This instrument was prepared by Community Bank Wheaton/Glen Ellyn, 357 Roosevelt, Glen Ellyn, Il 60137

After recording return to Lender