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LLINOIS

ABSTRACT

MORTGAGE

5870020144

125/31/JG804

	TRIMIN M. STACEFCIAN A STRUTE SEASON	GRANTOR	IRMW M. BLACK	BORROWE	
		ADDRESS		ADDRESS	The area of the
·	878 MARSHPIELD AVE N	ALUNESA	878 MARKEFIELD		
	CHICAGO IL 606225133		CHICAGO IL 606		
DER:		· · · · · · · · · · · · · · · · · · ·	a andrews tenga statu n <u>es ten</u>		
h is a etenar	ttached to this Mortga ie in	ed incorporated herein together with en agreements; rents, issues and profit	all future and presen	t improvements and	he real property described in Schedule fixtures; privileges, hereditaments, an ghts and stocks, and standing imber an
. OBL	IGATIONS. This Mortgage		nance of all of Borrowe	r's and Grenter's pro	sont and future, Indebtschess, Habilities
	nis Mortgage and the following	• / / '			
	•	CLED'T LIMIT	NOTE/ AGREEMENT DATE	MATURITY DATE	<u> </u>
	!	35,000.00	08/18/1995	08/18/3002	95749714
b) ali	renewals, extensions, amend	iments, modifications, replacement	substitutions to any of	the foregoing	L
PUR	POSE. This Mortgage and th	e Obligations described herein are exc	vuteo and incurred for	CONSUMIR	purposes.
e adva i made unt of l otal of Lender icured EXP Aortga ance o	inces, with interest thereon, we on the clate of the execution indebtedries secured by this all such indebtedries so see may extind to Borrower or i shall not exceed \$ ENSES. To the extent permit ge or to maintain, preserve, on the Property, plus interest the content of the property.	whether such advances are obligatory n of this Mortgage, and although then Mortgage under the promissory note- sured shall not exceed \$ Grantor under the promissory notes a ted by law, this Mortgage secures the r dispose of the Property, including but hereon.	or to be made at the or a may be no indebted a and agreements desi- nd other agreements of repayment of all amount it not limited to, amount	ption of Lendur to the ness outstanding at the cribed above hay income This Mortgage accribed in paragraph at same and by Lend axperided for the paragraph.	y existing indebtschess, but also secure same extent as if such future advance is made. The tot rease or decrease from time to time, but secures the repayment of all advance 2, but the total of all such indebtsches for to perform Grantor's covenants underlyment of taxes, special assessments, or
		checked, 🔲 this Mortgage secures			
(a)	Grantor shalt maintain the Pro	TIES AND COVENANTS. Grantor repoperty free of all liens, security interest	•		that: Aortgage and liens and ancumbrances :
"Ha com sub asb Clea mat repl Con	Neither Grantist nor, to the zardous Materials", as defined init or parmit such actions to stance, meterial, or waste who estos; (iii) polychlorinated bipen Water Act or listed pursua erials or wastes defined as a acciments to that statute; as	d herein, in connection with the Proper be taken in the future. The term "He ich is or becomes regulated by any go- holds; (iv) those substances, materia ant to Section 307 of the Clean Wate a "hazardous waste" pursuant to Sec and (vi) those substances, materials lesponse, Compensation and Liability	rty or transported any sazardous Materials' shi vernmental authority in its or wastes designation or Act or any amendments tion 1004 of the Reso, or wastes defined a	lazardous Materials il all mean any hazardo cluding, but not limited di as a "hazardous eu nots or replasiements urce Conservation an a "hazardous aubst	aschirged, stored, or disposed of an or flom the Property. Grantor shall nous wrate, toxic substances or any other ito, (i) perbleum; (ii) friable or nonfriable betance resource; (iv) those substances of Recovery Act or any amendments cance" pursuant to Section 101 of the that statute or any other similar statute.

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 storage, unless otherwise prohibited by tederal law. 9. INCUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby suthorizes Lander to contact any third party and make any inquiry pertaining to Immentor's financial condition or the Property. In addition, Lender is authorized to provide one or written notice of its interest in the Property to any third party.

with the provisions of any statute, regulation, ordinance, rule of law, contract or other egreement which may be binding on Grantor at any time;

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

(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 not conflict

(e) Grantor has not violated and shell not violate any statute, regulation, ordinance, rule of faw, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage. 8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real properly described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower of Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender inay, at Lender's option declars the sums secured

19. INTERIFER SINCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination till the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's title written consent, shall not: (a) collect any monies payable under any Agreement mure than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable under; or (d) terminate or cancel any Agreement accept for the nonpayment of any sum or other material breach by the other party thereto. If Grantor enculves all any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall appropriate to the party that is a communication (and any subsequent communications relating thereto) to Lender. -24.00

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11. COLLECTION OF INDEBTEDNIES FROM THESE ARTY. Lands and the altitude to neith or regime Grantor to neith query (including, but notifinited to, lesses, licensees, governmental authorities and insurance companies) to pay Londer any indebtedness or obligation owing to Grantor with relief to the Property (currulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently octiect the Indebtedness owing to Tranfor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possessed on any instrument or other relitations with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any insurance or condemnation proceeds. Grantor shall hold such instruments and other remittances in trust for Lander apart retail its other property, enclores 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 retails any obligor or collateral upon, or otherwise settle any of the indebtachness whether or not an event of default exists under this Agreement. Lender shall notified liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

2. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Not shall not conwrit or permit any waste to be committed with respect to the Property. Grantor shall use the Property stelly in compliance with applicable shall instrume policies. Grantor shall not make any elevations, additions or improvements to the Property without Lender's prior written consent. Without lender, shall not be removed bout Lender's prior written consent, and shall be made at Grantor's sole expense.

13. LOSS OR DANAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any position 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.

14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if tipplicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole decreation. The insurance policies shall nequire the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to theirspair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after property and the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after property and the insurance cost shall be an advance payable and be a read to acquire the insurance cost shall be an advance payable and bearing in arest as described in Paragraph 27 and secured hereby. Grantor shall furnish Londer with evidence of insurance indicating the registed coverage. Lender may not as attorney-in-fact for Grantor in making and setting claims under insurance policies, cancelling any policy or endorsing the registed for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of lost. Each insurance company is the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due or toward the cost of rebuilding and restoring the Property.

15. ZONING AND PRIVATE COVENAUTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property vitrout Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or pormit such use to be disconformed or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private novements affecting the Property.

TE. CONDEMNATION. Granter shall immediately provide Lender with written notice of any actual or threatened condimination or eminent domain presenting to the Property. All mories payable to Center from such condemnation or taking are hereby assigned to Lenders and shall be applied first to the payment of Lender's atterneys' fees, legal expenses r / do for costs (including appraisal fees) in connection with the conclemnation or eminent domain presentings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event Granter shall be obligated to restore or epair the Property.

17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with viriton notice of any actual or thirtestened action, suit, or other proceeding affecting the Property. Grantor increby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or setting any occurrence pertaining thereto. Lender shall not be liable to Grantor for any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its overner le. Grantor shall cooperate and assist Lender in any action hereunder.

18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender harmless from all claims, damages, liabilities (including attorneys) and legal expenses), causes of action, actions, suits and other legal propeedings (cumulatively 'Claims') pertaining to the Property (including, but not limit of 2, those involving Hazardous Materials). Grantor of Granto

19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property, when due. Upon the requisit of Lender, Grantor shall deposit with Lender at the month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property as estimated by lender. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as miquired on the Property. In this event of default, Lander shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lander or its P ants to examine and inspect the Prope estimine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any selection of the signatures and information contained in Grantor's books and records shall be gis uline, true, accurate and complete in all reflects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall be for such periods, shall reflect Grantor's records at such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such title, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Contain the contained on the periods. péliods, shall reflect Grantor's records at sucri time, and on L'àlider shall be true, accurate and complete in all respects.

21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any hended transferse of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations, and (b) whether Granton policesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the returns of such of item, defenses, set-offs or counterclaims. Granton will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the second that Granton fails to provide the requested statement in a timely manner.

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:

(a) fails to pay any Obligation to Lender when due;

(b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or

(c) allows the Property to be damaged, destroyed, lost or stolen in any material respect;

(d) scoke to revoke, terminate or otherwise limit its liability under any guaranty to Lender;

(e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or (f) causes Lender to deem itself insecure in good faith for any reason.

its. 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 declare the Obligations immediately due and payable in full;
(b) to collect the outstanding Obligations with or without resorting to judicial process;
(c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor

and Lender:

(d) to collect all of the rents, issues, and profits from the Property from the date of detault and thereafter;
(e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

(f) to foreclose this Mortgage; (g) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts intained with Lender: and

(h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Legicles'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.

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WAIVER OF HOMESTEAD ALD UT LER FIGHTS Grantor toward all commented or other example on the Crantor would otherwise entitled under any applicable law. If a higher a wife a post spring to be found only one of the source is on owner of the Property, then the other applicable is signing for the sole purpose of waving such remestead rights under a lamp owner. (iii. SATISFACTICN). Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lend s. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgago and the sale of the Property shall be applied in the billowing manner: first, to the payment of any sheriffs fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the payment of a receiver for the Property, (including, but and timited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third perty as provided by line.

27. REMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including (smeys' tees and legal expenses) expended 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 no included in the definition of Obligations herein and shall be secured by the interest inted her 26. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (finducting attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the maining Obligations in whatever order Lender chooses. 29. POWEN OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents intaining to the Otifigations or Indebtedness. In addition, Lender shall be suitfied, but not required, to perform any action or execute way document required to the taken or executive by Grantor under this Mortgage. Lender's performance of such action or execution of auch documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney ceecribed 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 Lengar, apardiess of whether these liens, security ir terests or other encumbrances have been released of record. 31. COLLECTION COSTS. Lender hires an attorney to assist in collucting any amount due or enforcing any right or remady under this Mongage, Grantor agrees to pay Lender's reason; ole "tomeys' fees and costs. 32. PARTIAL RELEASE. Land impay 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 its provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property 33. NODIFIC ATION AND WAIVER. The medication 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 fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion and inot constitute a visiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amende, compromises, exchanges, (als to exercise, impelrs 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. 34. SUCCESSORS AND ASSIGNS. This Mortgage shalf in binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trusters, receivers, administrators, personal representatives, legistees and devisees 36. NOTICES. Any notice or other communication to be provised 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 or criting 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 on any other such notice shall be deemed given when received by the person to whom such nutice is being given. 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and antorcasble 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the stars where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state. 38. MISC ELLANEOUS. Grantor and Lender agree that time is of the essence. County waives presentment, demand for payment, notice of dishonor and protest except us required by law. All references to Grantor in this Mortgage shall include all persons signing 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 may shall entire out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any mileted documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents. TRUSTEE'S EXCULPATION; MORTGAGE SIGNEFS. This Mortgage is executed by not personally but solely as Trustee under Trust Agreement dated and Frown as Trust No. the exercise of the power and authority conterred upon and vested in it as such Trustee. All the terms, or also us, stipulations, covenants and conditions to be performed by

are unclustrant by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed construed construed against by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by , one or more of whom is (are) also the maker(s) of the Note secured by the Mortgage, and who also ifth may be the Beneficiary(s) of that certain Trust created with pursuant to a Trust Agreement dated Grantor ackrowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage _, not personally but solely as Trustee under Trust Agreement dated and known as Trust Number GRANTOR: GRANTON: TREME M. BLACHUCIAK GRANTOR: GRANTOR GRANTOR: GRANTOR:

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GRANTOR:

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